

VERIZON WIRELESS CUSTOMER AGREEMENT

We're Verizon Wireless. Please carefully read this agreement, including the calling plan or plans you've chosen, before filing it in a safe place.

This agreement covers important topics such as when it begins, how long it lasts, fees for early termination and late payments, our rights to change this agreement and your wireless service, limitations of liability, use of information about you, and settlement of disputes by arbitration instead of in court. If you accept this agreement, it will apply to *all* your wireless service from us, including all lines in service from us and all your existing calling plans. Its provisions also apply to any other transactions or agreements between us. To the extent their terms and conditions conflict with this agreement, this agreement will govern.

Your Calling Plans

YOUR CALLING PLANS BECOME PART OF THIS AGREEMENT. The prices you pay, including activation fees, monthly access fees, monthly minutes of airtime included with an access fee, prices for additional minutes, roaming charges, and any per-minute charges for long distance service from us, may depend in part on how long the minimum term you're agreeing in advance to do business with us. Calling plans describe these prices and your minimum term.

Your Rights To Refuse Or Cancel This Agreement

THIS AGREEMENT STARTS WHEN YOU ACCEPT. Paragraphs marked "∞" continue after it ends. You accept when you do any of the following things after an opportunity to review this agreement:

- Give us a written or electronic signature;
- Tell us orally or electronically that you accept;
- Activate your service through your wireless phone;
- Open a package that says you are accepting by opening it; or
- Use your service after making any change or addition when we've told you that the change or addition requires acceptance.

IF YOU DON'T WANT TO ACCEPT, DON'T DO ANY OF THESE THINGS. You can cancel (if you're a new customer) or go back to the provisions of your former customer agreement (if you're already a customer) without additional fees if you tell us (and return to us in good condition any wireless phone you got from us with your new service) **WITHIN 15 DAYS** of accepting. You'll still be responsible through that date for the new service and any calls using it.

Termination Fees And Your Rights To Change Or End This Agreement

∞ Except as explicitly permitted by this agreement, you must maintain service with us for your minimum term plus any additional time required by any promotions you accept. **IF YOU END YOUR SERVICE SOONER, OR WE TERMINATE YOUR SERVICE FOR GOOD CAUSE, YOU MUST PAY UP TO \$175 PER WIRELESS PHONE NUMBER AS AN EARLY TERMINATION FEE.** Periods of suspension of service don't count toward any minimum term. After your minimum term, you'll become a month-to-month customer under this agreement and can end it at any time by giving us notice. If federal law requires us to let you keep your wireless phone number after termination, we may charge a fee. If at any time you change your service, you'll be subject to any requirements, such as a new minimum term, we set for that change.

Our Rights To Make Changes

Your service is subject to our business policies, practices, and procedures, which we can change without notice. **WE CAN ALSO CHANGE PRICES AND ANY OTHER TERMS IN THIS AGREEMENT AT ANY TIME BY GIVING YOU WRITTEN NOTICE PRIOR TO THE BILLING PERIOD IN WHICH THE CHANGES WOULD GO INTO EFFECT. IF YOU CHOOSE TO USE YOUR SERVICE AFTER THAT POINT, YOU'RE ACCEPTING THE CHANGES. IF THE CHANGES HAVE A MATERIAL ADVERSE EFFECT ON YOU, HOWEVER, YOU CAN END THE AFFECTED SERVICE, WITHOUT ANY EARLY TERMINATION FEE, JUST BY CALLING US WITHIN 30 DAYS AFTER THE FIRST BILL WHEN THE CHANGES GO INTO EFFECT.**

Your Wireless Phone

Your wireless phone is any device equipped to receive our wireless voice or data service. It must comply with Federal Communications Commission regulations and be compatible with our network and your calling plan. Whether you buy your wireless phone through us or through someone else is entirely your choice. **We may change a wireless phone's software or programming over the air without notice.** This might affect data stored on your wireless phone, or the way you've programmed it. Your wireless phone may also contain software that prevents it from being used with any other company's wireless service, even if you leave us.

Your Wireless Phone Number And Caller ID

You don't have any rights in any personal identification number, e-mail address, or identifier we assign you. (We'll tell you if we decide to change or reassign them.) The same is true of your wireless phone number, except for any rights federal law grants you. Your wireless phone number and name may show up when you call someone. You can block this "Caller ID" for most calls by dialing *67 before each call, or by ordering per-line call blocking (dialing *82 to unblock) where it's available. You can't block Caller ID to some numbers, such as toll-free numbers. Although it's illegal for unauthorized people to intercept your calls, such interceptions can occur. We may also monitor or record our calls with you for training or quality assurance.

How Service Works

Wireless phones use radio transmissions, so we can't provide service when your wireless phone isn't in range of one of our transmission sites, or a transmission site of another company that's agreed to carry our customers' calls, or if there isn't sufficient network capacity available at that moment. There are places, particularly in remote areas, with no service at all. Weather, topography, buildings, your wireless phone, and other conditions we don't control may also cause dropped calls or other problems.

Different Kinds Of Charges and Surcharges We Set

* You agree to pay all access, usage, and other charges and surcharges we bill you, even if you weren't the user of your wireless phone and didn't authorize its use. You may have to pay a fee to begin service or reconnect suspended service. Usage charges may vary depending on where, when, and how you call. We may charge higher airtime rates for calls made and received on our network outside your calling plan's home airtime rate area. You also have a local calling area (which may be different than your home airtime rate area). When you call from inside a local calling area to somewhere outside of it, or call from anywhere outside a local calling area, there may be toll, regional calling, or long distance charges in addition to airtime. (We provide or select the long distance service for calls on our network.) When you make a call inside your local calling area that uses a local phone company's lines (for example, a call to a typical home phone number), there may be a handling fee called a landline or connection fee. We charge airtime for most calls, including toll free and operator assisted calls. Additional features or services such as time, weather, operator or directory assistance, call dialing, calling card use, call forwarding, data calls, automatic call delivery, voice mail, Roadside Assistance, text messaging, and Mobile Web may have additional charges. We also charge monthly fees (such as universal service and regulatory fees) related to our governmental costs. These recurring fees aren't required by law and are subject to change.

Taxes And Surcharges We Don't Set

You agree to pay all taxes, surcharges, and fees set by the government. We may not always give advance notice of changes to these items. If you're exempt from some taxes, we need your exemption certificates. You agree to pay for any filings we make related to your exemptions.

Roaming And Roaming Charges

You're "roaming" whenever you make or receive a call using a transmission site outside your home airtime rate area, or using another company's transmission site. Your wireless phone may sometimes connect to and roam on another company's network even when you're near our transmission sites. There may be extra charges (including long distance or toll charges) and higher rates for calls made or received while roaming, depending on your calling plan.

Cumulative Charges

On any call you make or receive, a number of the different kinds of charges described above may apply. Charges may also apply to two or more calls simultaneously if you use call waiting, call forwarding, or three way calling.

Your Bill

* Your bill is our notice to you of your fees and charges and other important information. You should read everything you receive with your bill. We bill applicable usage charges after calls are made or received. We bill some access fees and other charges in advance under some calling plans. If you choose internet billing (where available), you waive any right to paper bills or notices. If your calling plan doesn't include detailed billing, we may charge you for that service if you choose it. We may charge a fee for a bill copy or reprint.

How We Calculate Your Bill

Your bill reflects the fees and charges in effect under your calling plan at the time they're incurred. You can dispute your bill, but only within 90 days of receiving it. You must still pay any disputed charges until the dispute is resolved. Usage charges may vary by location based on where your wireless phone is when the call starts. If a charge depends on an amount of time used, we'll round up any fraction of a minute to the next full minute unless your calling plan says otherwise. Time starts when you first press "SEND" or the call connects to a network on outgoing calls, and when the call connects to a network (which may be before it rings) on incoming calls. Time may end several seconds after you press "END", or after the call otherwise disconnects. We bill for calls that connect, including calls answered by machines. In some areas we also bill for uncompleted calls that ring for a minute or more. Generally, your calls made within the bill cycle start and end dates will be included in your bill. Billing for certain home and/or roaming calls and related charges may be delayed to a later bill. Depending on your calling plan, these calls may be applied against your airtime allowance in the month they are billed rather than the month you made or received the call. This may result in charges beyond your expected charges in the later month.

Your Rights For Dropped Calls Or Interrupted Service

If you get disconnected by our network from a call in your home airtime rate area, redial. If the same number answers within 5 minutes, call us within 90 days and we'll give you a 1 minute airtime credit. If service is interrupted in your home airtime rate area for more than 24 hours in a row due to our fault, call us within 90 days and we'll give you a pro rata daily credit, up to your monthly access charge, for that period. These are your only rights for dropped calls or interrupted service.

Payments, Deposits, Credit Cards, And Checks

Payment is due in full as stated on your bill. IF WE DON'T RECEIVE PAYMENT IN FULL WHEN DUE, WE MAY, TO THE EXTENT PERMITTED BY LAW, CHARGE A LATE FEE OF UP TO 1 ½ PERCENT A MONTH (18 PERCENT ANNUALLY), OR A FLAT \$5 A MONTH, WHICHEVER IS GREATER, ON UNPAID BALANCES. WE MAY ALSO CHARGE FOR ANY COLLECTION AGENCY FEES BILLED TO US FOR TRYING TO COLLECT FROM YOU. We may require an advance deposit (or an increased deposit) from you. We'll pay simple interest on any deposit at the rate the law requires. Please retain your evidence of deposit. You agree that we can apply deposits, payments, or prepayments in any order to any amounts you owe us on any account. You can't use a deposit to pay any bill unless we agree. We won't honor limiting notations you make on or with your checks. We may charge you up to \$25 for any returned check, depending on applicable law. We refund final credit balances of less than one dollar only upon request.

If Someone Steals Your Wireless Phone

If someone steals your wireless phone, notify us, provide us with any documentation (such as a police report) we request, and we'll suspend your service for up to 30 days, or until you replace or recover your wireless phone, whichever comes first. Until you notify us, you're still responsible for all fees and charges.

Our Rights To Limit Or End Service Or This Agreement

You agree not to use (or to permit your wireless phone to be used) for any purpose that's illegal or not allowed by this agreement. WE CAN, WITHOUT NOTICE, LIMIT, SUSPEND, OR END YOUR SERVICE OR ANY AGREEMENT WITH YOU FOR THIS OR ANY OTHER GOOD CAUSE, including, but not limited to: (a) paying late more than once in any 12 months; (b) incurring charges larger than a required deposit or billing limit (even if we haven't yet billed the charges); (c) verbally or physically abusing our employees or agents; (d) lying to us; (e) interfering with network, customer service, or business operations; (f) becoming insolvent or going bankrupt; (g) breaching this agreement; (h) "spamming", "mail bombing", or other abusive messaging; (i) modifying your wireless phone from its manufacturer's specifications; (j) providing credit information we can't verify; (k) using your service in a way that adversely affects service to other customers; or (l) allowing anyone to steal or tamper with your wireless phone number. We can also temporarily limit your service for any business or governmental reason.

Directories And Your Privacy

Except as follows, we won't share personal information about you with others without your permission. We have a duty under federal law to protect the confidentiality of information about the quantity, technical configuration, type, destination, and amount of your use of our service, together with similar information on your bills. (This doesn't include your name, address, and wireless number. Unless you arrange otherwise with us and pay any required fee, we may list them in a public directory. We aren't responsible for mistakes in the listings.) We can, however, share and use this information as required by law, by legal process, by exigent circumstances, or to protect ourselves. We can also use this information to communicate with you about goods and services related to the products and services you already buy from us, and we can share it with our affiliates when related to goods and services you already buy from both us and our affiliates. You can call us any time if you do not wish us to use this information to communicate about such other goods and services with you or you do not wish us to share this information with our affiliates. In addition, you've authorized us to investigate your credit history at any time and to share credit information about you with credit reporting agencies. If you ask, we'll tell you the name and address of any credit agency that gives us a credit report about you.

Disclaimer Of Warranties

WE MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, TO THE EXTENT PERMITTED BY FEDERAL, STATE, AND LOCAL LAW, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE CONCERNING YOUR SERVICE OR YOUR WIRELESS PHONE. WE CAN'T PROMISE UNINTERRUPTED OR ERROR-FREE SERVICE AND DON'T AUTHORIZE ANYONE TO MAKE ANY WARRANTIES ON OUR BEHALF. THIS DOESN'T DEPRIVE YOU OF ANY WARRANTY RIGHTS YOU MAY HAVE AGAINST ANYONE ELSE.

Waivers And Limitations Of Liability

UNLESS THE LAW FORBIDS IT IN ANY PARTICULAR CASE, WE EACH AGREE TO LIMIT CLAIMS FOR DAMAGES OR OTHER MONETARY RELIEF AGAINST EACH OTHER TO DIRECT DAMAGES. THIS LIMITATION AND WAIVER WILL APPLY REGARDLESS OF THE THEORY OF LIABILITY, WHETHER FRAUD, MISREPRESENTATION, BREACH OF CONTRACT, PERSONAL INJURY, PRODUCTS LIABILITY, OR ANY OTHER THEORY. THIS MEANS THAT NEITHER OF US WILL CLAIM OR SEEK ANY INDIRECT, SPECIAL, CONSEQUENTIAL, TREBLE, OR PUNITIVE DAMAGES FROM THE OTHER. You agree we aren't liable for problems caused by you or a third party; by buildings, hills, network congestion, tunnels, weather, or other things we don't control; or by any act of God. If another wireless carrier is involved in any problem (for example, while you roam), you also agree to any limitations of liability in its favor that it imposes.

Dispute Resolution And Mandatory Arbitration

*** INSTEAD OF SUING IN COURT, WE EACH AGREE TO SETTLE DISPUTES (EXCEPT CERTAIN SMALL CLAIMS) ONLY BY ARBITRATION. THE RULES IN ARBITRATION ARE DIFFERENT. THERE'S NO JUDGE OR JURY, AND REVIEW IS LIMITED, BUT AN ARBITRATOR CAN AWARD THE SAME DAMAGES AND RELIEF, AND MUST HONOR THE SAME LIMITATIONS IN THIS AGREEMENT, AS A COURT WOULD. TO THE FULLEST EXTENT PERMITTED BY LAW WE EACH AGREE THAT:**

1. THE FEDERAL ARBITRATION ACT APPLIES TO THIS AGREEMENT. ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR ANY PRIOR AGREEMENT FOR WIRELESS SERVICE WITH US OR ANY OF OUR AFFILIATES OR PREDECESSORS IN INTEREST, OR ANY PRODUCT OR SERVICE PROVIDED UNDER OR IN CONNECTION WITH THIS AGREEMENT OR SUCH A PRIOR AGREEMENT, OR ANY ADVERTISING FOR SUCH PRODUCTS OR SERVICES, WILL BE SETTLED BY ONE OR MORE NEUTRAL ARBITRATORS ON AN INDIVIDUAL BASIS BEFORE THE AMERICAN ARBITRATION ASSOCIATION ("AAA") OR BETTER BUSINESS BUREAU ("BBB") AS DESCRIBED BELOW. (IF YOUR LOCAL SMALL CLAIMS COURT OFFERS ARBITRATION, YOU ALSO USE THAT PROCESS FOR ANY DISPUTE THAT QUALIFIES.) THIS DOESN'T CHANGE YOUR SUBSTANTIVE RIGHTS, JUST POTENTIAL FORUMS FOR RESOLVING DISPUTES. IN ADDITION, YOU CAN STILL BRING ANY ISSUES YOU MAY HAVE TO THE ATTENTION OF APPROPRIATE FEDERAL, STATE, OR LOCAL GOVERNMENT AGENCIES AND THEY CAN STILL, IF THE LAW ALLOWS, SEEK RELIEF AGAINST US ON YOUR BEHALF.

2. FOR CLAIMS OVER \$10,000, THE AAA'S WIRELESS INDUSTRY ARBITRATION ("WIA") RULES WILL APPLY. FOR CLAIMS BETWEEN \$2,500 AND \$10,000, THE AAA'S ARBITRATION RULES FOR RESOLUTION OF CONSUMER-RELATED DISPUTES ("CONSUMER RULES"), WHICH INCLUDE A SMALL CLAIMS COURT OPTION, WILL APPLY. FOR CLAIMS UNDER \$2,500, THE COMPLAINING PARTY CAN CHOOSE EITHER THE CONSUMER RULES OR THE BBB'S RULES FOR BINDING ARBITRATION. AN ARBITRATOR MAY, UNDER ANY OF THESE RULES, REQUIRE EACH OF US TO EXCHANGE RELEVANT EVIDENCE IN ADVANCE. LARGE/COMPLEX CASES UNDER THE WIA RULES, THE ARBITRATORS MUST APPLY THE FEDERAL RULES OF EVIDENCE AND THE LOSER MAY HAVE THE AWARD REVIEWED BY A PANEL OF 3 NEW ARBITRATORS.

3. YOU CAN OBTAIN RULES AND FEE INFORMATION FROM THE AAA (www.adr.org), THE BBB (www.bbb.org) OR FROM US. IF YOU CAN'T PAY THE REQUIRED ARBITRATION FEES, IF ANY, THERE ARE FEE WAIVER PROGRAMS. EVEN IF YOU DON'T QUALIFY FOR A FEE WAIVER, WE'LL PAY ALL BUT \$100 OF ANY COMBINED FEES YOU'D BE REQUIRED TO PAY FOR FILING AND A FIRST DAY OF ARBITRATION IF YOU COMPLETE OUR MEDIATION PROGRAM. MEDIATION IS A PROCESS FOR MUTUALLY RESOLVING DISPUTES. A MEDIATOR CAN HELP PARTIES REACH AGREEMENT, BUT DOESN'T DECIDE THEIR ISSUES. IN OUR MEDIATION PROGRAM, WE'LL ASSIGN SOMEONE (WHO MAY BE FROM OUR COMPANY) NOT DIRECTLY INVOLVED IN THE DISPUTE TO MEDIATE. THAT PERSON WILL HAVE ALL THE RIGHTS AND PROTECTIONS OF A MEDIATOR. NOTHING SAID IN THE MEDIATION CAN BE USED IN A LATER ARBITRATION OR LAWSUIT. COMPLETING THE MEDIATION PROGRAM MEANS PARTICIPATING IN GOOD FAITH IN AT LEAST ONE TELEPHONIC MEDIATION SESSION. YOU CAN CONTACT US AT www.verizonwireless.com OR THROUGH CUSTOMER SERVICE TO FIND OUT MORE.

4. ONLY AN ARBITRATOR CAN DECIDE WHETHER AN ISSUE IS ARBITRABLE. AN ARBITRATOR CAN ALLOCATE THE FEES AND COSTS OF ARBITRATION IN AN AWARD. IF AN APPLICABLE STATUTE PROVIDES FOR AN AWARD OF ATTORNEY'S FEES, AN ARBITRATOR CAN AWARD THEM, TOO. ANY ARBITRATION AWARD MADE AFTER COMPLETION OF AN ARBITRATION IS FINAL AND BINDING AND MAY BE CONFIRMED IN ANY COURT OF COMPETENT JURISDICTION. AN AWARD AND ANY JUDGMENT CONFIRMING IT ONLY APPLIES TO THE ARBITRATION IN WHICH IT WAS AWARDED AND CAN'T BE USED IN ANY OTHER CASE EXCEPT TO ENFORCE THE AWARD ITSELF.

5. IF FOR SOME REASON THESE ARBITRATION REQUIREMENTS DON'T APPLY, WE EACH WAIVE ANY TRIAL BY JURY.

About You

* You represent that you're at least 18 years old and have the legal capacity to accept this agreement. If you're ordering for a company, you're representing that you're authorized to bind it, and where the context requires, "you" means the company.

About This Agreement

* A waiver of any part of this agreement in one instance won't be a waiver of any other part or any other instance. You can't assign this agreement or any of your rights or duties under it. We may assign all or part of this agreement without notice, and you agree to make all subsequent payments as instructed. NOTICES ARE CONSIDERED DELIVERED 3 DAYS AFTER MAILING TO THE MOST CURRENT BILLING ADDRESS WE HAVE ON FILE FOR YOU, IF BY US, OR TO THE CUSTOMER SERVICE ADDRESS ON YOUR MOST RECENT BILL, IF BY YOU. If any part of this agreement, including any part of its arbitration provisions, is held invalid, that part may be severed from this agreement. This agreement and the

documents to which it refers form the entire agreement between us on their subjects. you can't rely on any other documents or statements on those subjects, and you have no other rights with respect to service or this agreement, except as specifically provided by law. This agreement isn't for the benefit of any third party except our parents, affiliates, subsidiaries, agents and predecessors and successors in interest. It's governed by the laws of the state encompassing the area code assigned to your wireless phone number, without regard to the conflicts of laws rules of that state. It's also subject to any applicable tariffs.

03/03/2003

T-MOBILE TERMS AND CONDITIONS

is an agreement between you and T-Mobile USA, Inc and its affiliates (together "T-Mobile," "We" or "Us") for communication services and related services and features (the "Service"), and for the purchase and use of wireless devices, Smart Cards, and/or radio or other equipment, including additional or replacement equipment, for use with the Service ("Unit").

1. **Agreements Governing Use of Service.** These T-Mobile Terms and Conditions ("Terms and Conditions"), the T-Mobile Service Agreement you agreed to, and the terms and conditions related to use of any other T-Mobile service (together, the "Agreement"), govern the use of the Service and your Unit. These Terms and Conditions supersede all earlier versions and, among other provisions, impose an early cancellation fee (see paragraph 7) and require mandatory arbitration of disputes (see paragraph 3). If there is a conflict, between the Agreement and the T-Mobile Terms and Conditions sent with your Unit, the Agreement shall prevail. Please read them carefully before activating Service with Us.

2. **Acceptance of Agreement by Activation.** BY USING/ACTIVATING SERVICE WITH US YOU AGREE TO BE BOUND BY THE AGREEMENT. If you do not agree to the terms of the Agreement, do not use the Service. Instead, cancel Service and return your Unit as provided in paragraph 18. You must activate Service within thirty (30) days after purchase of your Unit (unless you return your Unit as provided in paragraph 18). If you fail to so activate, you will not be able to return your Unit and We will bill you monthly Service charges at the rate in your Service Agreement and you will be deemed to have accepted the Agreement.

3. **Mandatory Arbitration; Dispute Resolution.** ANY CLAIM OR DISPUTE BETWEEN YOU AND US ARISING UNDER OR IN ANY WAY RELATED TO OR CONCERNING THE AGREEMENT, AND/OR OUR PROVISION TO YOU OF GOODS, SERVICE, OR UNITS SHALL BE SUBMITTED TO FINAL, BINDING ARBITRATION WITH THE AMERICAN ARBITRATION ASSOCIATION ("AAA") PURSUANT TO ITS PUBLISHED WIRELESS INDUSTRY ARBITRATION RULES, INCORPORATED HEREIN BY THIS REFERENCE AND AVAILABLE BY CALLING THE AAA AT 800-778-7879 OR VISITING ITS WEB SITE AT <http://www.adr.org>. Any arbitration proceeding shall be subject to the choice of law provision in paragraph 22. Notice of an arbitration commenced by you must be served on our registered agent. No party may act as a representative of other claimants or potential claimants in any dispute, and two or more individuals' disputes may not be consolidated or otherwise determined in one proceeding. An arbitrator may not award relief in excess of or inconsistent with the provisions of the Agreement, order consolidation or arbitration on a classwide basis, or award lost profits, punitive, incidental, or consequential damages or any other damages other than the prevailing party's direct damages, except that the arbitrator may order injunctive or declaratory relief pursuant to applicable law. All administrative expenses of an arbitration will be equally divided between you and Us, except if the claim is less than \$1000, you will be obligated to pay only \$25. If the claim is less than \$25, We will pay all administrative expenses. Each party agrees to pay the fees and costs of its own counsel, experts, and witnesses at the arbitration. Subject to the foregoing limitations on consolidated or classwide proceedings, you agree, however, that if you fail to timely pay amounts due, We may assign your account for collection and the collection agency may pursue such claims in court limited strictly to the collection of the past due debt and any interest or cost of collection permitted by law or the Agreement.

YOU ACKNOWLEDGE AND AGREE THAT THIS ARBITRATION PROVISION CONSTITUTES A WAIVER OF ANY RIGHT TO LOST PROFITS, PUNITIVE, SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR TREBLE DAMAGES ("DISCLAIMED DAMAGES"), A JURY TRIAL OR PARTICIPATION AS A PLAINTIFF OR AS A CLASS MEMBER IN A CLASS ACTION. IF FOR ANY REASON THIS ARBITRATION CLAUSE IS DEEMED INAPPLICABLE OR INVALID, YOU AND WE BOTH WAIVE ANY CLAIMS TO RECOVER DISCLAIMED DAMAGES AND ANY RIGHT TO PURSUE, OR PARTICIPATE AS A PLAINTIFF OR AS A CLASS MEMBER IN, CLAIMS ON A CLASSWIDE, CONSOLIDATED, OR REPRESENTATIVE BASIS.

4. **Changes to Terms of Use.** We may modify the Agreement and/or increase the charges for Service (even if you have paid for Service in advance) at any time, upon notice to you. You may, upon receipt of such notice, terminate Service without incurring the cancellation fee (if any) by following the termination instructions forth in the notice. Failure to terminate Service according to such instructions within fourteen (14) days after the date of the notice shall mean that you agree to the modification and/or increase, and you must pay Us any additional charges even if you paid for Service in advance. You acknowledge that no T-Mobile employee, dealer or other agent is authorized to make any representation or warranty with respect to the Agreement, the Service or the Unit, or to waive or alter any provisions of the Agreement.

5. **Service Availability.** Service is available to your Unit only when it is within the range of our system or of an operator with which We have an applicable roaming agreement. Coverage maps you may have viewed are only estimates; actual service coverage and quality may vary. There are gaps in Service within the estimated service areas shown on coverage maps. Service is subject to unavailability, including emergency situations, transmission limits, network problems or limitations, your equipment, problems associated with interconnecting carriers, buildings, tunnels, signal strength and atmospheric or topographical conditions, and may be interrupted, dropped, refused, limited, or curtailed. We may impose credit, usage or Service limits, suspend Service, or block certain categories of calls (e.g., international, country, 900, 976) in our sole discretion to protect users or our business. Service shall not be transferred to another market except at our discretion, and We may impose transfer fees and limit the markets available for transfers. We are not liable for any Service limits, failures or outages, including without limitation, the failure of a 9-1-1 emergency call to be connected or completed (see paragraph 15). Location services, including 9-1-1 location services may not be available in your area and are subject to the Service limitations in this paragraph 5.

6. **Use of Service.** You agree not to resell any aspect of the Service, whether for profit or otherwise. You agree not to modify the Unit or use the Service or your Unit for any fraudulent, unlawful, harassing or abusive purpose, or in such a way as to create damage or risk to our business, reputation, employees, subscribers, facilities, third parties or to the public generally. You agree that you will not use the Service or your Unit to send any harassing, threatening, obscene, or unsolicited commercial text, e-mail or other messages. You have no proprietary or ownership rights to a specific telephone number, IP address, or e-mail address assigned to you or your Unit (collectively and individually, "Number"). We may change your Number at any time. You may not assign the Number to any other Unit. You shall not program any other Number into your Unit. You agree that We may contact you through your Unit or by e-mail to notify you of changes to or information about your account, the Service, or the Agreement. We may deactivate or suspend Service to any Number without prior notice to you if We suspect any unlawful or fraudulent use of the Number. You agree to reasonably cooperate with Us in investigating suspected unlawful or fraudulent use.

7. **Term; Termination of Service.** The Agreement begins on the date Service is activated (or is otherwise deemed to have been accepted as provided in paragraph 2) and will continue until terminated by you or Us in the manner provided in the Agreement. Notwithstanding termination you will be liable for payment of any amounts due or other obligations incurred before or upon termination, whether the Agreement is ended by you or Us. If you select a plan with a fixed term longer than one month (such as an annual plan or promotional plan), the term of Service shall continue for the number of full months applicable to the term selected (the "Fixed Term"). Service for plans without a Fixed Term may be terminated by you by providing thirty (30) days notice to Us. At the expiration of a Fixed Term, the Agreement will continue on a month to month basis unless We terminate Service for any reason upon three (3) days notice other than for breach (in which case We may terminate without prior notice), or unless you terminate Service for any reason by providing thirty (30) days notice to Us. If you breach the Agreement or attempt to terminate Service prior to the end of the Fixed Term, you agree to pay Us, as a reasonable estimate of our damages and in addition to other amounts owed, a \$200 cancellation fee per Number (which you agree may be deducted from your deposit, or automatically billed to your account). In addition, We may keep any amounts prepaid by you sufficient to cover any accrued charges and fees related to the Service you have used.

8. **Use of Unit With Other Providers.** You acknowledge that the Unit is not compatible with and will not work with the services provided by other wireless carriers (except when you are on our Service and roaming). You may buy equipment from Us, or from someone else. T-Mobile Internet/T-Zone service may not be available in all roaming markets.

Default; Termination. You will be in default under the Agreement if you do not pay any sum when due, breach the Agreement or any other agreement between you and Us, become the subject of any proceeding under the Bankruptcy Code or become insolvent. In any such case, you shall remain responsible for payment

of all charges and fees (including any early termination fee) due to Us under the Agreement (including any charges after a Bankruptcy filing), which charges will be immediately due and payable. We have the right to discontinue Service and/or terminate the Agreement without prior notice if you default under the Agreement. If We agree to renew Service to you after discontinuing Service, you agree to pay reactivation charges. Our remedies hereunder are not exclusive but are in addition to all other remedies provided by law.

10. Modifying Your Account. Unless you have selected a special promotional rate plan, are a SmartAccess subscriber, or accepted promotional Unit pricing, you may, after verbal or written notice to Us and payment of any transfer fee assessed by Us, change to another rate plan. A modification to your account will not change the Fixed Term, unless you agree to a new Fixed Term as part of such modification. If We allow you to temporarily suspend your account, the Fixed Term will be extended by the length of the temporary suspension.

11. Deposits. We may require a deposit in which you grant Us a security interest to secure your payment of all amounts when due. Unless prohibited by law, deposits received by Us may be commingled with other funds, and will not earn interest. The amount of your deposit may be increased by Us in our discretion at any time upon notice to you. You may either provide Us with the increased deposit or terminate Service within seven (7) days following the date of such notice, and in the latter case any cancellation fee will be waived. A deposit may not be used to pay any amounts owed to Us (unless used to pay a final invoice) or to delay payment. You must promptly pay your bills even if you have given Us a deposit. If Service is terminated for any reason, any deposit will be applied to pay any of your charges and fees then or thereafter due. Any remaining deposit or other credit balance will be returned without interest (to the extent allowed by law) to you following termination at your address in our billing records. Unless otherwise prohibited by law (a) any balances of \$5 or less will not be returned but will automatically remain our property, and (b) if the Postal Service is unable to deliver the funds to you and returns them to Us, title to such funds shall be conclusively deemed to be ours, and you shall have no right to them.

12. Billing and Payment of Charges. You authorize T-Mobile to verify your creditworthiness from time to time with a credit reporting agency. You agree to pay in full each month all charges for Service under the Agreement, including regular monthly Service and Usage charges, and other charges or purchases billed to your account. Usage charges may include, without limitation, charges for calls, messages, and data that are processed through your Unit or through any Number assigned to or authorized by you, toll charges, long distance charges, additional or differently-calculated charges assessed by another service provider for calls, messages and data that are sent from or received by your Unit when you are outside our local calling area ("roaming" charges), any applicable landline access charges (directory assistance, etc.), and additional services or features which you use. You will be charged for Service and other features, based on a thirty day month, on a monthly billing cycle basis. Unused minutes or other allocated Services (e.g., text messages, data transmission) from any rate plans or features do not carry over to the next billing cycle. We may change your billing cycle at any time. Billing of roaming charges and minutes of use or Services may be delayed or applied against included minutes or Services in a subsequent billing cycle, which may cause you to exceed your allocated minutes or Services in a particular billing cycle. Any fraction of a minute used is rounded up and charged, or deducted from any allocated minutes, as a full minute; calls are measured from the time the Network begins to process the call (before the phone rings or the call is answered) through its termination of the call. For each call there may be additional charges including without limit: (a) airtime; (b) toll charges; (c) roaming; (d) Taxes, (e) features (such as web access, text messages, calling card use and voicemail) and services (such as operator or directory assistance). You will be charged for more than one call for certain features consisting of multiple inbound or outbound calls (such as call forwarding, call waiting and conference calling). Any Taxes as defined in paragraph 13 will be added to your charges as provided in paragraph 13. You agree not to rely on indicators on your Unit, such as the roaming and call time indicators, which may be inaccurate. If We have agreed that you may pay for charges with a credit card, We will charge the credit card, when We bill for the charges, for all amounts or other obligations incurred before termination. You also authorize Us to charge your credit card at or after termination of Service to pay what you then owe (including, but not limited to, payment of any cancellation fee). If you have not authorized charges to be made to a credit card, or if you revoke such authorization, or if for any reason your credit card issuer does not pay Us, We must receive payment from you on or before the due date, or We may suspend or terminate your Service without prior notice. Except as prohibited by law, charges, less disputed amounts, must be paid by the date shown on the monthly invoice. You agree that (a) time is of the essence; (b) it would be impractical to fix the exact amount of our damages if you fail to pay promptly; and (c) in the event We do not receive your payment by the due date shown on your monthly invoice, your payment is past due and you shall pay Us default interest of the lower of 1.5% per month (or any portion thereof) of any past due amount until paid, or the highest amount permitted by law.

If you believe your bill contains any incorrect charges (including Taxes), you must notify Us of such disputed charges within sixty (60) days from the date of the first bill that contains the disputed charges or you waive your right to dispute those charges. Please contact Customer Care at (800) 937-8997 or 611 from your T-Mobile phone so that we can adjust your account. If you accept a credit to resolve an issue, you agree the issue is resolved. We may require you to describe the dispute in writing. Any written communications concerning disputed amounts owed must be sent to: T-Mobile Consumer Relations, 1201 Menaul Blvd., Albuquerque, NM 87107. If it is determined that you owe some or all of the amount in dispute, that amount will be added to any current charges and must be paid by the date shown on the monthly invoice. If We accept late or partial payments or payments marked "Paid in Full" or similar notations, it will not waive any of our rights hereunder to collect all amounts that you owe Us nor will it constitute an accord and satisfaction. We may charge you a returned check fee of \$20 or such amount as may be permitted by law for any check returned for insufficient funds. If your Unit is lost or stolen (the "Lost or Stolen Unit") and (1) you immediately notify Us that your Unit has been lost or stolen, and (2) you notify Us to immediately deactivate the Lost or Stolen Unit, and (3) if the Unit was stolen, within fourteen (14) days, you provide Us with a copy of the filed police report, you will not be held liable for any unauthorized airtime charges incurred on the Lost or Stolen Unit. You must fulfill the remainder of your Fixed Term by purchasing and activating a replacement Unit, or you will be subject to the \$200 cancellation fee per Number.

13. Taxes. Any applicable sales, use, excise, public utility or other taxes, fees or regulatory costs, including without limitation E911-related fees or costs, or charges imposed on you or Us as a result of providing the Service or your Unit ("Taxes") will be added to your charges as permitted or required by law. If you are exempt from payment of any Taxes, you may provide Us with an original Tax Exempt Document. Tax exemption will only apply to Taxes incurred after the date We receive the Tax Exempt Document (you cannot receive credit for any Taxes already paid by you). You represent that the address you have provided to Us for billing purposes is either your residential or business street address. The address you provide, which must be within our licensed Service area, is used to bill certain Taxes. In some cases this address may indicate that you live in one local jurisdiction when you actually live in another. This could result in an incorrect charge for certain Taxes. Some states impose a tax based on the retail price or cost of our product instead of the discounted price.

14. Disclaimer of Warranties. EXCEPT AS TO ANY WRITTEN LIMITED WARRANTY THAT MAY BE PROVIDED, ALL SERVICES AND UNITS ARE PROVIDED ON AN "AS IS" AND "WITH ALL FAULTS" BASIS, AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. YOU ASSUME ALL RESPONSIBILITY AND RISK FOR USE OF THE SERVICE OR UNIT. WE DO NOT AUTHORIZE ANYONE TO MAKE A WARRANTY OF ANY KIND ON OUR BEHALF AND YOU SHOULD NOT RELY ON ANY SUCH STATEMENT. ANY STATEMENTS MADE IN PACKAGING, MANUALS OR OTHER DOCUMENTS, OR BY ANY OF OUR AGENTS (EXCEPT AS TO ANY WRITTEN LIMITED WARRANTY THAT MAY BE PROVIDED), ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY AND NOT AS WARRANTIES BY US OF ANY KIND. NEITHER T-MOBILE NOR ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, DEALERS, SUPPLIERS, PARENTS, SUBSIDIARIES OR AFFILIATES ("T-MOBILE AFFILIATES") WARRANT THAT THE INFORMATION, PRODUCTS, PROCESSES, AND/OR SERVICES AVAILABLE THROUGH THE SERVICE OR UNIT WILL BE UNINTERRUPTED, ACCURATE, COMPLETE, USEFUL, FUNCTIONAL OR ERROR FREE. IF YOU RECEIVED A WRITTEN "T-MOBILE LIMITED WARRANTY" WITH YOUR UNIT, IT IS THE ONLY WARRANTY MADE BY US WITH RESPECT TO THE UNIT. Some states do not allow the disclaimer of implied warranties, so the above exclusion may not apply to you in whole or in part.

15. Limitation of Liability. We shall not be liable for any deficiency in performance caused in whole or in part by act or omission of an underlying carrier or service provider, dealer, equipment or facility failure, Unit failure, network problems, lack of coverage or network capacity, equipment or facility upgrade or modification, acts of God, strikes, fire, terrorism, war, riot, emergency, government actions, equipment or facility shortage or relocation, or causes beyond our reasonable control, including without limitation the failure of an incoming or outgoing call, including a 9-1-1 emergency call, to be connected or completed or for the

availability of location services, including 9-1-1 location services. EVEN IF T-MOBILE OR ANY OF THE T-MOBILE AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF DAMAGES, THEY WILL NOT BE LIABLE TO YOU OR ANY OF YOUR EMPLOYEES, AGENTS, CUSTOMERS OR ANY THIRD PARTIES OR ANY DAMAGES ARISING FROM USE OF THE SERVICE OR ANY UNIT, INCLUDING WITHOUT LIMITATION: DISCLAIMED DAMAGES OR LOSS OF PRIVACY DAMAGES; PERSONAL INJURY OR PROPERTY DAMAGES; OR ANY DAMAGES WHATSOEVER RESULTING FROM INTERRUPTION OR FAILURE OF SERVICE, LOST PROFITS, LOSS OF BUSINESS, LOSS OF DATA, COST OF REPLACEMENT PRODUCTS AND SERVICES, SUSPENSION, TERMINATION, OR THE INABILITY TO USE THE SERVICE, THE CONTENT OF ANY DATA TRANSMISSION, COMMUNICATION OR MESSAGE TRANSMITTED TO OR RECEIVED BY YOUR UNIT, OR LOSSES RESULTING FROM ANY GOODS OR SERVICE PURCHASED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH THE SERVICE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR OTHER MODIFICATIONS OF OR LIMITATIONS TO CERTAIN REMEDIES, SO THE ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY TO YOU, IN WHOLE OR IN PART.

THE MAXIMUM AGGREGATE LIABILITY OF T-MOBILE AND ANY T-MOBILE AFFILIATES TO YOU, AND THE EXCLUSIVE REMEDY AVAILABLE IN CONNECTION WITH THE AGREEMENT FOR ANY AND ALL DAMAGES, INJURY, LOSSES ARISING FROM ANY AND ALL CLAIMS AND/OR CAUSES OF ACTION RELATED TO THE SERVICE OR UNIT, SHALL BE TO RECOVER THE PRORATED MONTHLY OR OTHER CHARGES TO YOU FOR THE APPLICABLE SERVICE OR UNIT. THE EXISTENCE OF MULTIPLE CLAIMS OR SUITS UNDER OR RELATED TO THIS AGREEMENT WILL NOT ENLARGE OR EXTEND THE LIMITATION OF MONEY DAMAGES. YOU AGREE THAT INCLUSION OF THIS PARAGRAPH WAS A MATERIAL CONSIDERATION FOR T-MOBILE TO ENTER THE AGREEMENT.

THE LIMITATIONS SET FORTH IN THE PRECEDING TWO PARAGRAPHS ARE INDEPENDENT OF EACH OTHER AND BOTH THE LIMITATION OF DAMAGES AND LIMITATION OF REMEDY SET FORTH ABOVE WILL SURVIVE ANY FAILURE OF THE ESSENTIAL PURPOSE OF ANY OR ALL PARTS OF THE LIMITED REMEDY SET FORTH IN THE PARAGRAPH IMMEDIATELY ABOVE.

16. Indemnification. You agree to defend, indemnify and hold Us, any underlying carrier, and the T-Mobile Affiliates harmless from and against any and all claims, demands, actions, liabilities, costs or damages arising out of your use of the Service or a Unit or your violation of the Agreement. You further agree to pay our reasonable attorneys' and expert witnesses' fees and costs arising from any actions or claims hereunder and those incurred in establishing the applicability of this paragraph.

17. Privacy. Wireless systems use radio channels to transmit voice and data communications over a complex network. Privacy cannot be guaranteed, and We shall not be liable to you for any lack of privacy you experience while using your Unit or the Service. We have the right to intercept and disclose any transmissions over or using our facilities, and to provide subscriber billing, account, or calling records, and related information under certain circumstances (e.g., in response to lawful process, orders, subpoenas, or warrants, or to protect our rights or property). Your caller identification, (e.g. your name and number) may be displayed on the equipment or bill of the person receiving your call. Please consult the T-Mobile privacy policy for information on the use and disclosure of information.

18. Cancellation and Return Policy. You may cancel Service without paying any applicable cancellation fee if within the Return Period (defined below) you: (a) contact Us to cancel Service and (b) return the Like New Unit (defined below) you purchased from Us or our authorized agents (if any) with proof of purchase to the place of purchase. The "Return Period" is the earlier of fourteen (14) calendar days from Service activation, or thirty (30) calendar days from the Unit's purchase date if not activated. Only Like New Units returned with proof of purchase to the place of purchase within the Return Period are eligible for a refund of the purchase price. A "Like New Unit" is a Unit purchased from Us or our authorized agents in its original packaging with all original contents, undamaged and in good working condition as determined by Us in our sole discretion. You may be required to pay a restocking fee. Even if you cancel Service and/or return your Unit as provided herein, you must pay all Service and usage charges incurred prior to cancellation or return and any subsequent penalties or assessments.

19. Assignment. We may assign in whole or in part our rights or duties under the Agreement without prior notice to you and upon such assignment We shall be released from all liability hereunder. You may assign the Agreement only with our prior written consent. Subject to this restriction, the Agreement shall inure to the benefit of and be binding upon the heirs, successors, subcontractors, and assigns of the respective parties.

20. Notices. Written notices to you shall be considered given and received by you on the third day after the date deposited in the U.S. Mail addressed to you at your address in our billing records or immediately upon delivery using electronic means such as e-mail or text messaging. Written notice to Us shall be considered given when received by our registered agent.

21. Severability. If any provision of these Terms and Conditions is held to be inapplicable or unenforceable in your state, including any limitations in paragraphs 3, 14 or 15, then such provision shall be construed, as nearly as possible, to reflect the intentions of the parties with the other provisions remaining in full force and effect, and the balance of the provisions shall remain unaffected and in full force and effect, unless our obligations hereunder are materially impaired, in which event We reserve the right to terminate the Agreement.

22. Governing Law; Venue and Statute of Limitations. The Agreement, its validity, construction and performance, shall be governed by the laws of the state associated with your Number. Arbitration proceedings or any actions to enforce an arbitral award shall be in the state where your Service is principally provided. In no event shall any arbitration be commenced outside the U. S., nor shall any law outside the U. S. be applied. Except as otherwise provided in the Agreement, and unless prohibited by law, any controversy, claim or dispute must be brought by you within one (1) year of the date you are entitled to assert any such claim.

23. Entire Agreement. The Agreement represents the final and entire agreement between you and Us regarding the Service and the Unit. Except as otherwise provided in the Agreement, no prior or subsequent handwritten, typed, or oral change to the Agreement will be valid unless We accept it in writing. Our failure at any time to require strict performance by you or any other Subscribers of any of the provisions herein shall not waive or reduce our right to thereafter require strict compliance with any provisions of the Agreement. Electronic images of the Agreement shall be considered originals.

24. Signing Authority; Authorized User. You acknowledge that you are of legal age, have received a true copy of the Agreement and have read and clearly understand the terms of the Agreement and, if activating on behalf of a corporation or other entity, are fully authorized to legally bind such entity. You acknowledge that you are responsible for all charges incurred by any person you authorize to access your account, or to use your Unit or the Service.

25. Survival. The following provisions, and any other provisions which may reasonably be construed as surviving, and the rights and obligations of the parties thereunder, shall survive any termination of the Agreement for any reason: paragraphs 3, 5, 7, 9, 11, 12, 13, 14, 15, 16, 17, 19, 20, 21, 22, 23, the Prepaid section below, and the terms and conditions related to your use of other T-Mobile services.

Prepaid Customers: If you purchase prepaid Service of any kind, these Terms and Conditions apply to you except as follows. When purchasing prepaid Service, you are responsible for prepaying all charges for using the Service. The balance in your prepaid account is reduced by the charges attributable to your use of the Service. You must keep a positive balance in your prepaid account to continue using the Service. The prepaid Service you purchase will expire within a certain time period. The expiration period will be disclosed in the materials you receive at the time of your purchase of prepaid Service. If you have any questions regarding the expiration date, the balance remaining on your prepaid Service, or any other questions regarding your prepaid Service, please contact Customer Care. Prior to expiration, you may extend the expiration period by purchasing additional prepaid Service. If you permit your account to expire, you will lose the use of your Number. You will not receive a monthly invoice or activity record for use of prepaid Service. Prepaid Service is non-refundable, and no refunds or other compensation will be given for lost or stolen prepaid cards or coupons. Unused prepaid account balances become our property upon expiration or termination of the Service purchased, and will not be refunded, notwithstanding a modification as provided under paragraph 4. Any applicable Taxes will be included in your

Prepaid charges.

SmartAccess Customers. If you are a SmartAccess customer these Terms and Conditions apply and in addition, this paragraph applies. SmartAccess is subject to credit eligibility, in our discretion. We may suspend Service to any Number without prior notice to you if your account balance exceeds your spending limit or you are late with a payment (whether or not you exceed your spending limit). If We suspended Service because your account balance exceeded your spending limit, We will reinstate Service after you make a payment that reduces your account balance below \$100 and if your account is not in arrears. If We suspended Service because you were late with a payment, We will reinstate Service if you pay the entire balance owing on your account. You will be liable for all charges for Service under the Agreement, including regular monthly Service and Usage charges, and other charges or purchases billed to your account, whether or not you reinstate Service. SmartAccess Customers shall only be eligible for select rate plans and may not change their rate plans to non-Smart Access rate plans. Smart Access activation fees are non-refundable unless you: (a) purchased the Unit and Service directly from a T-Mobile store, t-mobile.com or through 800-TMOBILE and (b) cancel Service and return the Unit in accordance with paragraph 18.

Internet Service Customers: If you use T-Mobile Internet Service or T-Zone service or related services, features or Units ("Internet Service"), the following Internet Service Terms and Conditions also apply. In the event of any conflict between the preceding Terms and Conditions and the following Internet Service Terms and Conditions, the Internet Service Terms and Conditions shall govern.

1. Acceptance of Terms. By activating or using your Internet Service, you agree to be bound by these Internet Service Terms and Conditions.

2. Changes to Terms of Use. We reserve the right to change the Internet Service Terms and Conditions in our sole discretion from time to time. If we change them, we will post a notice on www.t-mobile.com for 10 days after the date of each change, which can be viewed by clicking on "Check for Changes to our Internet Service Terms and Conditions." We will also note that we have made such a change in the T-Mobile "Terms of Use" page available via your Unit. You agree to check for changes to the Internet Service Terms and Conditions frequently by checking the "Terms of Use" page via your Unit, and by checking the www.t-mobile.com website. Your continued use of the Internet Service following notice or posting of any changes to the Internet Service Terms and Conditions means you have accepted those changes.

3. Fees/Payment/Termination of Service. T-Mobile offers the Internet Service as a supplement or a stand alone to its wireless voice services. If you have a voice and Internet Service plan, T-Mobile may terminate your Internet Service subscription upon suspension or cancellation of your voice-calling plan. Subscribers who enroll in prepaid calling plans with T-Mobile are not eligible to subscribe to the Internet Service.

You agree to pay a monthly charge for the Internet Service. You will receive an allotment of megabytes with your Internet Service, or voice plan minutes may be decremented for the time you use the Internet Service. Monthly megabyte allotments, unused voice plan minutes or other allocated services from any rate plans or features do not carry over from month to month. You understand that if you exceed your allotment of megabytes or voice minutes under your rate plan, you will pay the per-megabyte or per minute fees set forth in the rate applicable to the T-Mobile service plan you have selected. Megabytes or voice plan minutes will be deducted from the data plan allotment associated with your Internet Service for, without limitation, browsing the wireless Internet, reviewing or scrolling through information (including account information), synchronization between software or Units, and reading and responding to e-mail. Any fraction of a megabyte of usage will be rounded up and charged, or deducted from any allocated megabytes, to the next two (2) kilobytes (rates may vary if you are roaming outside of our network). If your Unit is used to access the Internet Service, you will be obligated to pay all charges arising from such use of your Unit. You will be charged for all data sent through our network, regardless of whether your Unit actually receives the information. Compression may impact the total amount billed to your account. The amount of data you may store is limited, and you may be charged for storage of data that exceeds such limitation. In some cases our network will resend data packets to ensure complete delivery; you will be billed for these resent packets. When available, roaming rates apply when downloading or sending data outside of our network. See t-mobile.com or call Customer Care at (800) 937-8997 or 611 from your Unit to get more information about the fees and charges associated with use of the Internet Service, sending and receiving text messages, and (if applicable) use of your voice-calling plan.

If you terminate service or if T-Mobile suspends or terminates your service, T-Mobile may in its discretion delete all user data, including e-mail, calendar entries, and all other personalized data without notifying you. If you change to another T-Mobile plan (including another Internet plan) that does not include the same type of services you previously received, information associated with previous services not provided under your new plan will be deleted immediately. Once T-Mobile deletes the information, it cannot be restored.

4 Availability of the Internet Service. A SIM card and/or other devices will be required to enable Internet Service to operate. If you do not have a voice-calling plan, or choose to have separate SIM cards for your voice-calling and data plans, you will need to activate the SIM card included with your wireless data compatible Unit by using a personal computer and following the activation process described in the product packaging. The availability and performance of the Internet Service is subject to all memory, storage and other limitations in the Unit. The availability or content of certain Internet Service features may be changed without notice. The Internet Service is available only for some T-Mobile service plans. It may not be available in some T-Mobile markets outside the United States.

Because of coverage and technology limitations, weather and other factors, wireless information may not be accessible to you at all times and you may lose access to your data connection while you are actively using the Internet Service. We are not responsible for messages or pages that you may lose or that become misdirected because of interruptions or performance issues with the Internet Service or wireless communications networks more generally. If you lose your connection to the Internet Service, you may be required to reconnect using a dial-up connection in certain areas where GPRS coverage is unavailable. If you establish a dial-up connection where GPRS coverage is unavailable, your voice plan minutes will be decremented for the time you use the Internet Service or, if you do not have a voice plan and establish a dial-up connection, you will be charged for each minute of usage. Dial-up connections are billed in full minute increments from the time the wireless network begins to process the connection (before the call rings or is answered) through its termination of the connection; any fraction of a minute used is rounded up and charged, or deducted from any allocated minutes, as a full minute. Call T-Mobile at (800) 937-8997 or 611 from your phone or visit our website at www.t-mobile.com for availability and equipment compatibility information.

5 Accessible Content. Depending on your Unit and method of accessing the Internet Service, significantly less information may be available on the wireless Internet. Many Internet sites may not be accessible, and you may receive an error message while trying to access a site. T-Mobile reserves the right to block information from certain domains to protect you from unsolicited information, transmission or distribution of illegal content, or to protect the T-Mobile network. However, we assume no obligation to block such information. Therefore, e-mail messages and other content may be deleted before delivery. The Internet Service can support some external POP3-based, third-party e-mail providers. T-Mobile does not, however, provide any technical support and is not responsible for obtaining or maintaining such access to external e-mail providers. Network speed is no indication of the speed at which your Unit sends or receives data. Actual network speed will vary based on Unit configuration, compression and network congestion. The accuracy and timeliness of the data is not guaranteed; delays or omissions may occur.

6. Consent to Monitoring and Disclosure. T-Mobile has no obligation to monitor the information or content that is available or transmitted to you through the Internet Service. However, T-Mobile may monitor these materials periodically to (1) comply with any applicable laws, regulations or other governmental orders; and (2) operate the Internet Service properly or to protect itself and its users. T-Mobile reserves the right to delete, reject or eliminate in whole or in part any information available or transmitted through the Internet Service that, in T-Mobile's sole discretion, is in violation of these terms and conditions or is otherwise inappropriate or unacceptable.

Content Disclaimer: Cautions and Restrictions. T-Mobile is a wireless Internet service provider. It does not control, nor is it in any way liable for, data or content that you access or receive via the Internet Service. T-Mobile is not a publisher of third-party content that can be accessed through the Internet Service. T-

T-Mobile is not responsible for the number of text messages and alerts that you send or receive via the Internet Service. T-Mobile is not responsible for any opinions, advice, statements, services or other information provided by third parties and accessible through the Internet Service. You are responsible for evaluating such content. You are responsible for paying all fees and charges from third party vendors whose sites, products or services you access, buy or use via the Internet Service. T-Mobile does not guarantee the accuracy, completeness or usefulness of information that is obtained through the Internet Service, and delays or omissions may occur. Inclusion in the Internet Service of any hypertext link or other reference to any products, services or information of any third party does not constitute or imply any endorsement, sponsorship or recommendation by T-Mobile. The Internet Service is not intended to provide tax, legal, investing or other advice. Reproduction, retransmission, dissemination, or sale of the Internet Service or content is prohibited.

Your mobile phone number is transmitted to any site you visit while using the Internet Service. If you choose to use the Internet Service to access websites or content provided by third parties or purchase products from third parties, then your subscriber identification (including your mobile phone number and handset identification number) may be available to the third-party provider. The way third parties handle and use your personal identification and information related to the use of their services is governed by their policies and T-Mobile has no responsibility for their policies, or third parties' compliance with them.

1. Acceptable Use Policy. You agree to comply with this Acceptable Use Policy when using the Service, Unit or the T-Mobile website. Unacceptable uses include, but are not limited to:

- i) Intentionally or unintentionally violating any applicable law or regulation;
- j) Harming or attempting to harm minors in any way;
- k) Posting or transmitting any content that you do not have the right to post or transmit under any law, contractual duty or fiduciary relationship;
- l) Posting or transmitting any content that infringes a third party's trademark, patent, trade secret, copyright, publicity, or privacy right;
- m) Posting or transmitting any content that is unlawful, untrue (including incomplete, false or inaccurate biographical information), stalking, harassing, libelous, defamatory, abusive, tortious, threatening, obscene, hateful, abusive, harmful (including but not limited to viruses, corrupted files, or any other similar software or programs) or otherwise objectionable;
- n) Attempting to collect or store personal data about third parties without their knowledge or consent;
- o) Deleting, tampering with or revising any material posted by any other person or entity;
- p) Accessing, tampering with or using non-public areas of the Service, Unit or T-Mobile website or T-Mobile's computer systems and network;
- q) Attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization;
- r) Attempting to access or search the Service or T-Mobile website with any engine, software, tool, agent, device or mechanism other than the software and/or search agents provided by T-Mobile or other generally available third party web browser (such as Microsoft Internet Explorer or Netscape Navigator);
- s) Sending unsolicited email, including without limitation, promotions or advertisements for products or services, "pyramid schemes", "spam", "chain mail" or "junk mail";
- t) Forging any IP packet header or any part of the header information in any email or newsgroup posting, or in any way using the Service, Unit or T-Mobile website to send altered, deceptive or false source-identifying information in violation of state, national and foreign law;
- u) Attempting to decipher, decompile, disassemble or reverse engineering any of the software comprising or in any way making up a part of the Service, Unit or T-Mobile website;
- v) Interfering or attempting to interfere with the access of any user, host or network, including without limitation, sending a "virus" to the Service, Unit or T-Mobile website, overloading, "flooding," "spamming," "crashing," or "mailbombing" the Service, Unit or the T-Mobile website; or
- w) impersonating or misrepresenting your affiliation with any person or entity.

Violations of any of the above, including intellectual property infringement and breaches in security, will be investigated by us and, where appropriate, T-Mobile may institute legal action, or cooperate with law enforcement authorities in bringing legal proceedings, against users who violate the Acceptable Use Policy.

2. Digital Millennium Copyright Act ("DMCA") Notice. In operating the Internet Service, T-Mobile may act as a "services provider" (as defined in the DMCA) and offer services as online provider of materials and links to third party site wireless websites. As a result, third party materials that are not owned or controlled by T-Mobile may be transmitted, stored, accessed or otherwise made available using the Internet Service. If you believe any material available via the Internet Service infringes a copyright, you should notify T-Mobile using the notice procedure for claimed infringement under the DMCA. T-Mobile will respond expeditiously to remove or disable access to the material claimed to be infringing and will follow the procedures specified in the DMCA to resolve the claim between the notifying party and the alleged infringer who provided the applicable content. The T-Mobile designated agent (i.e., proper party for notice) to whom you should address infringement notices under the DMCA is Corporation Services Company, 1010 Union Ave. SE, Olympia, WA 98501.

3. Other Terms. As a reminder, these T-Mobile Internet Service Terms and Conditions, as well as the T-Mobile Terms and Conditions and your T-Mobile Service agreement, each of which is incorporated herein by reference, are part of your legal agreement with T-Mobile.



PCS ADVANTAGE AGREEMENT

The PCS Advantage Agreement ("Agreement") is your Agreement for PCS Service from Sprint and incorporates the terms of your service plan and the most recent PCS Terms and Conditions of Service ("Ts and Cs"). Carefully read these Ts and Cs which include, among other things, a MANDATORY ARBITRATION of disputes provision. A copy of the Ts and Cs comes with your phone, and is also available at Sprint Stores, or through our Customer Service Solutions department. We may occasionally modify the Ts and Cs, so make sure you have the most current version.

Term Agreements: If your Agreement includes a Term Commitment, the Term for new customers begins on the phone activation date; for existing customers changing service plans, the Term begins when the new service plan is selected. You may terminate your Agreement before the Term ends by calling *2, however you will be responsible for an **EARLY TERMINATION FEE of \$150 ("Fee")**. You will also be charged the Fee if we terminate the Agreement because of your default. We will not charge the Fee for terminations under our Satisfaction Guarantee policy or where the Ts and Cs allow you to do so without the Fee. Payment of the Fee does not satisfy other outstanding obligations owed to us, including service or equipment related charges.

SERVICE PROVISIONS

Service plans and special offers are available from 7/1/03 through 7/14/03, and may not be available everywhere or with certain other promotions/options. Coverage is not available everywhere. Plans are subject to credit approval. Taxes, surcharges (including a USF charge of 2.37% which may change monthly, E911 cost recovery fee of \$0.40 and a number pooling/porting cost recovery fee of \$1.10), or other fees which vary by market, not included. Cost recovery fees are not taxes or government required charges. Call 1-866-770-6690 for the up to date amount of the USF charge and information on cost recovery charges relating to federally mandated programs. A non-refundable \$36.00 phone activation fee applies to new activations certain service plan changes or upgrades of equipment. Depending on credit, up to a \$250 deposit and an initial prepayment for services may be required. Service requires a phone compatible with our network. Monthly service charges are nonrefundable if service is terminated before your billing cycle ends. Changes to your service plan may incur a charge.

Voice Services: All phone usage, including incoming and outgoing calls, incur charges. Unused plan minutes do not carry forward. Included plan minutes are not good for local or long-distance calls made when roaming off our network. Domestic roaming calls are charged at \$0.50 per minute, with an additional \$0.25 per minute for long distance calls. International roaming rates will vary. Night & Weekend hours are Mon.-Thurs. 9pm-7am and Fri. 9pm-Mon. 7am. On a call that crosses time periods, minutes are deducted or charged based on the call start time. We may reassign your service to the appropriate service area if 10% or less of calls made from or received by your activated phone occur inside the assigned service area during any 3 consecutive invoice cycles. Calls are rounded up to the next whole minute. With the PCS to PCS Calling option, minutes are deducted first from PCS to PCS Calling option minutes and then from service plan minutes. PCS to PCS Calling only available on calls placed directly between PCS Phones (not through voicemail, Directory Assistance, or other indirect methods).

PCS Vision (Data) Services: Services require a Vision-enabled PCS Phone or device and are not available in: (a) Sprint's Additional PCS Service areas; or (b) while roaming off the Sprint Nationwide PCS Network. See our mapping brochure for details. Certain services or applications may not be currently available. Data usage is calculated on a per kilobyte basis. If you have not selected a PCS Vision Pack, you will be charged a casual usage rate of \$.01 for each kilobyte when accessing PCS Vision. Data usage is rounded up to the next whole kilobyte. Rounding occurs at the end of each session or each clock hour and, at that time, we will deduct accumulated data usage from your plan, or assess overage or casual usage charges. You are responsible for all data activity from and to your phone/device, regardless of who initiates the activity. You will be charged for partial/interrupted data downloads, including data that is automatically resent, and for unsuccessful attempts to reach websites, use applications or services. As long as you are logged on the Sprint Nationwide PCS Network, you will incur data usage charges. Additional data is used in transporting and routing on our network, and data may be automatically resent due to interrupted or partial downloads. For this and other reasons, estimates of data usage will vary from actual use. In certain instances, we may delete premium and non-premium items downloaded to available storage areas (e.g., personal vault), including any pictures, games, ringtones or screen savers. Your invoice will not separately identify the number of kilobytes attributable to your use of specific sites, sessions or services used.

Additional Terms for PCS Vision Premium Services: Downloading or use of Premium Services (e.g., Games, Ringtones and Screen Savers) are generally not included with PCS Vision access. You will be charged for Premium Services at the rates and charges specified at the time of access or download, in addition to PCS Vision access charges. Picture Mail and PCS Business Connection are available for an additional charge. We may impose a dollar or other limit on use of Premium Services including a limit on the amount of Premium Service charges that you will be allowed to incur in a specific timeframe (month, week, day, or other time period). We may suspend your use of Premium Services without prior consent or notice if we have reason to suspect fraudulent or unauthorized use of your Premium Services account, but you should not rely on our ability to detect such activity. We provide no warranties and make no representations or claims with regard to content provided by a third party.

PROMOTIONS, OPTIONS AND OTHER PROVISIONS

PCS Vision. Sprint may deny or terminate service without notice where use is in connection with server devices or host computer applications, other systems that drive continuous heavy traffic or data sessions, or as substitutes for private lines or frame relay connections. PCS Vision Packs are: (a) only available with a Vision capable PCS Phone or PCS smart phone device; and (b) not available with Connection Cards, Aircards, or any other device used in connection with a computer or PDA - including phones, smart phones or other devices used with connection kits or similar phone-to-computer/PDA accessories. Sprint reserves the right to deny or to terminate service without notice for any misuse. PCS Vision Pack credits for premium services do not carry forward.

PCS Voice Command is not available while roaming off the Sprint Nationwide PCS Network or off Sprint Additional PCS Service Areas. Calls to 911 or similar emergency numbers cannot be placed through PCS Voice Command. You may dial "911" on your PCS Phone in an emergency. When you dial or complete a call using PCS Voice Command, airtime and applicable long distance charges begin when you press or activate the TALK or similar key.

Trial Offers: If you do not wish to continue PCS Vision Pack, PCS Voice Command or PCS Business Connection services after the initial 2 months, you must contact us prior to the billing end date of your second invoice to avoid charges.

Phones and Devices: Use of PCS Vision Services and applications will depend on the memory, storage and other capabilities of your phone or device. See in-store materials for PCS services available for phones and devices that do not support PCS Vision.

Satisfaction Guarantee: Requires return of your complete, undamaged PCS Phone from Sprint with the original retailer's proof of purchase within 14 days of purchase. We will send a refund either by check or a charge-card credit. You will remain responsible for all charges incurred prior to the return of the phone (e.g. activation fees, service charges, etc.).

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Terms of Use of Internet Site, Copyright & Trademark, Purchase of Products & Services

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2. [Digital Millennium Copyright Act](#)
3. [Third Party Content](#)
4. [On Line Conduct](#)
5. [No Warranties; Limitation of Liability](#)
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By accessing any areas of this Internet site or by ordering any product or service through the use of this Internet site, user agrees with Sprint PCS that user is bound by the terms set forth below. The terms of this agreement include terms on use of this Internet site, terms on the purchase of products and services, and terms regarding copyright and trademark matters.

"Sprint PCS" means (1) entities controlled by, under common control with or controlling Sprint Spectrum Holding Company, L.P., including without limitation Sprint Spectrum L.P., SprintCom Inc., and PhillieCo L.P., (2) any contractual affiliate of the entities in (1) above that are authorized to use the Sprint PCS brand name and which either sell wireless services or manage a portion of the Sprint PCS wireless network, and (3) any entity which is a member of the PCS Group as defined from time to time by Sprint Corporation.

1. Copyright and Trademark

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Sprint PCS grants you permission to copy electronically and to print in hard copy portions of the Content for (1) personal use if you maintain all copyright notices, trademark legends and other proprietary rights notices, (2) using this Internet site as a personal shopping resource, (3) communicating with Sprint PCS about a Sprint PCS product or service, or (4) placing an order with Sprint PCS. Any other use of materials on this site, including reproduction for purposes other than permitted above, uploading, modification or distribution, is prohibited without Sprint PCS' prior written permission.

All other trademarks, product names, and company names and logos appearing on Sprint PCS are the property of their respective owners. User must obtain permission from the those owners before copying or using the owner's trademarks, product names and company names and logos.

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2. Digital Millennium Copyright Act

Sprint PCS respects the intellectual property rights of others and is committed to complying with U.S. Copyright laws. Sprint PCS policy is to respond to notices of alleged infringement that comply with the Digital Millennium Copyright Act. The Digital Millennium Copyright Act of 1998 ("DMCA") provides recourse for owners of copyrighted material who believe their rights under U.S. copyright law have been infringed on the Internet.

If you believe your work has been copied and is accessible on this site in a way that may constitute copyright infringement, please provide notice to Sprint PCS Designated Agent. The notice must include the following information as provided by the Digital Millennium Copyright Act, 17 U.S.C. 512 (c) (3):

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
2. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate the material;
4. Information reasonably sufficient to permit the service provider to contact the complaining party, such as address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted;
5. A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law;
6. A statement that the information in the notification is accurate and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

The Designated Agent for notice of copyright infringement claims may be reached as follows:

By Mail:
Faith Sparr, Attorney
6840 Sprint Parkway
Mailstop KSOPHN0312/3A409
Overland Park, Kansas 66251

By Phone: 913-315-8383
By Fax: 913-315-0762

By email: copyrightnotice@mail.sprint.com

Counter Notification to Claimed Copyright Infringement

If a copyright infringement notice has been wrongly filed against you as a result of mistake or a misidentification of the material, you may file a counter notification with Sprint PCS Designated Agent. The counter notification must provide the following information:

1. Physical or electronic signature of the subscriber;
2. Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled;
3. A statement under penalty of perjury that the subscriber has a good faith belief that the material was removed or disabled as a result of mistake or misidentification;
4. The subscriber's name, address, telephone number and email address, and a statement that the subscriber consents to the jurisdiction of the Federal District Court for the judicial district in which the address is located, or if the subscriber's address is outside of the United States, for any judicial district in which the service provider may be found, and that the subscriber will accept service of process from the person who provided notification or an agent of such person.

Sprint PCS will terminate all account holders and subscribers who are repeat infringers of intellectual property laws.

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3. **Third Party Content** Sprint PCS is a distributor and not a publisher of Content supplied by third parties and has no more editorial control over that Content than a public library or newsstand. Sprint PCS is not responsible for any opinions, advice, statements, services or other information that constitute Content and is provided by third parties. Sprint PCS does not guarantee the accuracy, completeness or usefulness of that Content. The user is responsible for evaluating such Content.

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4. On Line Conduct

Any conduct by a user that in Sprint PCS's sole discretion restricts or inhibits any other user from using or enjoying this Internet site will not be permitted. User will use this Internet site only for lawful purposes.

User may not post on or transmit through this Internet site any unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, sexually explicit, profane, hateful, racially, ethnically, or otherwise objectionable material of any kind, including any material that encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate applicable laws.

Sprint PCS may prohibit conduct, communication, or Content that it, in its sole discretion, believes to be harmful or objectionable to individual users, Sprint PCS or its affiliates, or any rights of Sprint PCS or any third party, or to violate applicable laws. Notwithstanding the foregoing, Sprint PCS cannot ensure prompt editing or removal of questionable Content after online posting. Accordingly, neither Sprint PCS, nor any of its affiliates, nor the officers, directors, employees and other representatives of any of them, assume liability for any action or inaction with respect to conduct, communication, or Content on this Internet site.

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5. No Warranties; Limitation of Liability

Use of this Internet site is at user's sole risk. Neither Sprint PCS, nor its affiliates, nor any of its officers, directors, or employees, agents, third-party content providers, vendors, licensors, or the like, warrant that this Internet site will be uninterrupted or error-free; nor do they make any warranty as to the results that may be obtained from the use of this Internet site, or as to the accuracy, reliability, or currency of any information content, service, or merchandise provided through this Internet site (see below regarding product warranties provided by handset manufacturers).

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6. Security Policy

Sprint PCS uses reasonable precautions to protect the privacy of your credit card and other ordering information by utilizing a Secure Socket Layer ("SSL") connection. Accordingly, your credit card and other ordering information, such as your name and address, is encrypted using the SSL connection and is not expected to be read in an intelligible form as it travels to Sprint PCS' order processing system. Sprint PCS' order processing systems is not connected to the Internet and is not accessible to the public.

Many web browsers support the use of an SSL connection, but if your browser does not support the use of an SSL connection or if you prefer not to send your credit card number over the Internet, you can place your order by calling Sprint PCS toll free at 1-888-253-1315 (U.S. only). Sprint PCS Telesales Representatives are available 7 days a week, Monday through Friday from 6:00 a.m. to 11:00 p.m. and Saturday and Sunday 8:00 a.m. to 6:00 p.m. to take your order.

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7. Privacy Policy

Sprint respects the privacy of its customers, and other individuals and businesses using the Web sites owned and operated by Sprint and its affiliates ("Sprint Sites").

This updated Privacy Policy effective October 22, 2001, is to keep you informed about the types of information collected on Sprint Sites and how the information is used and protected. The revised Privacy Policy includes information about advertisements on Sprint Sites and access to your account information.

Sprint protects the privacy of its local, long distance and wireless customers consistent with the Federal Telecommunications Act and rules and regulations issued by the Federal Communications Commission.

Sprint's Privacy Policy for its high speed Internet services can be accessed at: www.sprint.com/privacypolicy/broadbandservices.

There are two types of information that may be exchanged between the Sprint Site and the user during each visit to a Sprint Site. They are:

1. General technical data transmitted between your computer and the Sprint Site that does not identify you personally.
2. Personally identifiable information that you voluntarily share. The types of personally identifiable information that you might share include your name, address, phone number, e-mail address and credit card number.

ANONYMOUS INFORMATION

In order to provide you with the information and services that you look for from the Sprint Sites, Sprint gathers certain types of information from you that are not personally identifiable. This is called anonymous information and includes:

1. The type of Internet browser you use when you visit
2. The types of computer operating system you use
3. The search engine you use to access the Sprint Sites (such as "AOL.com," "Yahoo.com" or "Go.com")
4. The specific Sprint Site that you visit (SprintPCS.com, Sprint.com, etc.).

The anonymous information collected is not associated with you personally or your business. Sprint uses this anonymous information in the aggregate to improve Sprint Sites and the services we provide through those sites.

USE OF COOKIES

Sprint Sites may use "cookies" to collect the anonymous information described in this Privacy Policy. Cookies are bits of encrypted data that are loaded by Sprint's server onto your computer when you visit a Sprint Site. The server can retrieve the cookies the next time you visit a site and use them to identify the computer as a return visitor. Sprint uses cookies to collect non-personally identifiable information and generically track usage patterns on the Sprint Sites in order to monitor activity and administer the sites. Sprint also uses information obtained from cookies to improve Sprint Sites, and make decisions concerning advertising, product offerings and services. Most users can disable cookies from their Internet browsers, receive a warning before a cookie is placed on their computer, and erase all cookies from their computer hard drives by following the instructions provided by the browser.

ADVERTISEMENTS ON SPRINT SITES

Advertising companies deliver ads on some Sprint Sites. You should be aware that when you click on these ads, the advertising companies may also deploy cookies to receive anonymous information about ad viewing by Internet users on Sprint Sites and other Web sites. This information is associated with your Web browser, but cannot be associated with your name or e-mail address without your permission. Therefore, advertising companies may know where your computer goes on the Web, but they do not know who you are unless you tell them. Sprint does not provide personally identifiable information about its customers or Sprint Site visitors to these advertising companies.

PERSONALLY IDENTIFIABLE INFORMATION

Sprint may ask you to provide what is often referred to as "personally identifiable information" such as your name, address, telephone number and e-mail address when you use Sprint Sites to: purchase a service or product online, enter a contest or sweepstakes, ask to receive information, respond to a survey, register with a Sprint Site, access your account, ask for a personalized service, request customer service online, or apply for a job. You always have the alternative of mailing or calling Sprint with the information requested if you do not wish to provide it online. Personally identifiable information provided at a Sprint Site to order Sprint services other than Internet services will be protected in the same manner as when the information is provided by other means such as over the telephone or by mail. We protect customer information obtained from Sprint's local, long distance and wireless service customers consistent with federal laws governing telecommunications services and with regulations issued by the Federal Communications Commission. Sprint's Privacy Policy for its Internet services can be accessed at: www.sprint.com/privacypolicy/broadbandservices.

We use personally identifiable information provided at a Sprint Site in the following ways unless otherwise specified:

1. For its intended purpose (such as to complete an online order for service),
2. To provide you with information about new Sprint products and services or products and services offered in conjunction with Sprint business partners.

DISCLOSURE TO THIRD PARTIES

Sprint will not sell or disclose to outside parties any personally identifiable information obtained from a Sprint online service or the registration at a Sprint Site without your consent except under the following circumstances:

1. When required by law,
2. When disclosure is necessary to protect the safety of a customer, third party or Sprint's property,
3. If it is required in connection with any sale or transfer of all or a portion of Sprint's assets.

When Sprint uses agents, contractors or other companies to perform services on its behalf, Sprint will require that they protect your personally identifiable information consistent with this Privacy Policy. Sprint may share the anonymous information described in this Privacy Policy with third parties from time-to-time.

E-MAIL COMMUNICATIONS

E-mail is an increasingly popular communication tool through which you and your business may communicate with Sprint. Likewise, Sprint may use e-mail to communicate with you, respond to your e-mail, and to tell you about new products and services. If you do not wish to receive e-mail promotions and new products and service announcements from Sprint, please follow the instructions that appear at the end of the e-mail communication that you receive from Sprint to have your name removed from the list.

SECURITY

Sprint utilizes several encryption methods to ensure that the data you submit on any of the Sprint Sites is secure. Through this "secure session," information that you input into a Sprint online order form will be sent and will arrive privately and unaltered at a Sprint server. This security prohibits access to your information by other companies and Web users.

CHILDREN

Sprint does not intend to collect personally identifiable information from individuals under 18 years of age. If Sprint becomes aware that a user who is under 18 is using a Sprint Site, Sprint will specifically instruct that individual that they are not to submit information on Sprint Sites without a parent or guardian's consent. If a child has provided Sprint with personally identifiable information without Sprint's knowledge, a parent or guardian of the child may contact Sprint at privacy@mail.sprint.com and Sprint will delete the child's information from our existing files.

LINKS

Some Sprint Sites contain links to other Web sites that are owned and operated by parties other than Sprint. Please be aware that this Privacy Policy does not extend to any Web sites other than those owned and controlled by Sprint.

ACCOUNT INFORMATION

You may always contact us at privacy@mail.sprint.com or by telephone or mail to verify your name, address, e-mail address, telephone number and/or billing information. Sprint will correct any information that is inaccurate.

QUESTIONS

If you have questions or comments regarding this Privacy Policy, you may contact us at privacy@mail.sprint.com. If you have submitted personally identifiable information, and would like that information deleted from our records, please contact us at our e-mail address, privacy@mail.sprint.com. We will use reasonable efforts to delete that information from our files.

UPDATES

Sprint may amend this Privacy Policy from time-to-time. These changes will be posted online.

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8. Purchases

General. User agrees to purchase the products and services ordered on the various order screens when user clicks on the "SUBMIT" or similar button on the product or service order screens. The terms of the purchase agreement include the information included on the various order screens, the terms of this Section 7, and the Sprint PCS Terms and Conditions of Service (see Section 8). Such agreement is in addition to and not in lieu of the agreement with user formed by user's use of the Internet site.

No Warranties by Sprint PCS. SPRINT PCS MAKES NO EXPRESS REPRESENTATIONS OR WARRANTIES ABOUT ITS SERVICES AND DISCLAIMS ANY IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SPRINT PCS DOES NOT AUTHORIZE ANYONE TO MAKE A WARRANTY OF ANY KIND ON ITS BEHALF AND USER MAY NOT RELY ON ANY STATEMENT OF WARRANTY. SPRINT PCS IS NOT THE MANUFACTURER OF THE PRODUCTS AND THE ONLY WARRANTY APPLICABLE TO THE PRODUCTS USED IN CONNECTION WITH THE SERVICES IS THAT PROVIDED BY THE PRODUCT MANUFACTURERS. THIS SECTION SURVIVES TERMINATION OF THIS AGREEMENT.

Product warranty by Manufacturer. Each Sprint PCS product comes with a limited warranty provided by the manufacturer. The warranty for the products that you ordered can be viewed on this Internet site. It also is included with the product itself.

Limitation of Liability. Neither Sprint PCS nor any of its affiliates, nor the directors, employees or other representatives of any of them, is liable for damages arising out of or in connection with the use of the products or services obtained through this Internet site. This is a comprehensive limitation of liability that applies to all damages of any kind, including compensatory, direct, indirect or consequential damages, loss of data, income or profit, loss of or damage to property and claims of third parties.

Shipping and Billing to US Addresses Only; Availability. Sprint PCS does not process orders to foreign shipping or billing addresses. Sprint PCS tries to give product availability information on this Internet site, but sometimes products are unexpectedly unavailable. In addition, Sprint PCS updates and improves its products and services on a continuous basis. Sprint PCS will inform you if any Sprint PCS products that you ordered turn out to be unavailable or if any service that you ordered has been changed. Sprint PCS may use email to so inform you.

Email Receipt. After you place an order with Sprint PCS, you should receive an email acknowledgment within one business day to confirm that Sprint PCS has accepted your order and is processing it. The email will contain the details of your order, the itemized and total amounts that will be billed to your credit card, including all applicable taxes and charges. A receipt will also be included with your purchase. Be sure to keep your receipt. You will need it if you require any warranty service.

Charging Your Credit Card. Sprint PCS charges your credit card immediately after it receives your order and performs the credit check. If a product cannot be shipped within 3 business days of your order, Sprint PCS will credit your credit card and cancel your order, unless you instruct us otherwise. If your credit card is rejected when Sprint PCS charges it, Sprint PCS is not obligated to ship any products or activate any service for your account. Sprint PCS will contact you by email or any other reasonable means to advise you of the situation and will request you to call Sprint PCS at 1-888-253-1315.

Prices, Taxes and Shipping & Handling. All prices are stated and payable in US dollars. The prices for products and services quoted on this Internet site do not include taxes.

Sprint charges all applicable taxes on products and Services.

Sprint does not charge shipping and handling on any order that includes a phone that is activated on the sprintpcs.com website. A shipping and handling charge will be applied to all other orders.

Return Policy. Sprint PCS products may be returned within 14 days of purchase for a refund of the purchase price (but not charges for wireless service). Note the return policy, including the number of days for return, may be changed without notice and the policy may not apply to certain products.

If you are not satisfied with your purchase of your Sprint PCS product, you

may return it to Sprint PCS by calling 1-888-211-4PCS for a return kit. In order to obtain a full refund of the original purchase price of the Sprint PCS product, you must return the product at your expense in an undamaged condition and complete with all accessories that came with the product in the original box with all materials and package inserts within 14 days of your purchasing the handset. A copy of your receipt (which was enclosed when Sprint PCS shipped the products to you) must accompany the return.

Upon Sprint PCS' receipt of the returned product, Sprint PCS will credit your credit card account number used for the original purchase, and, in the case of a returned Sprint PCS Phone or pager, net of any outstanding balance on the account associated with the returned phone or pager.

Sprint PCS can not exchange products through the Internet site; rather the user should return the product for a refund within the appropriate time period and purchase a new product over the Internet site.

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9. Terms and Conditions of Services

Effective as of June 1, 2003 until replaced

Thanks for choosing Sprint. These terms and conditions are part of your agreement with Sprint for PCS Services.

The terms and conditions included with your PCS Phone may not be the most current version. For the most current version of the terms and conditions, please visit our website at www.sprintpcs.com or call PCS Customer Service Solutions at 1-888-211-4PCS. If you activated PCS Services before the effective date of these terms and conditions, these terms and conditions replace and supersede any previous terms and conditions.

If you have questions about your PCS Services, please visit our website at www.sprintpcs.com or call PCS Customer Service Solutions at 1-888-211-4PCS (4727).

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Para solicitar esta literatura en español, por favor contactar a 1-888-211-4PCS (4727).

Agreement. Your agreement ("Agreement") with Sprint Spectrum L.P. and any of its affiliates doing business as Sprint providing PCS Services ("Services") to you is made up of these Terms and Conditions of Service ("Terms") and the Service Plan that we agree to provide you. Your "Service Plan" is described in our marketing materials, and includes the terms, rates and features we set for that Service Plan. In the agreement, we use the words "we," "us," "our" or "Sprint" to refer to Sprint Spectrum L.P. and its affiliates doing business as Sprint. You accept the agreement when you activate PCS Services or make any attempt to use our PCS Services (for example, attempting to place any call while on or roaming off the Sprint Nationwide PCS Network, using data services, etc.). We may change the Agreement at any time by giving you prior notice. Any changes to the Agreement are effective when we publish them. If you use our Services or make any payment to us on or after the effective date of the changes, you accept the changes. If we change a material term of the Agreement and that change has a material adverse effect on you, you may terminate the Agreement without an early termination fee by calling 1-888-211-4727 within 30 days after the invoice date of the first invoice you receive after the changes go into effect. You understand and agree that taxes, Universal Service fees and other charges imposed by the government or based on government calculations may increase or decrease on a monthly basis, and that this paragraph does not apply to any increases in such taxes, Universal Service fees and other charges.

Provision of Service. Your purchase of a PCS Phone or other equipment does not mean that we must provide Services to you. We may decide not to provide Services to you for any lawful reason. We may request that you provide us with any information we reasonably require to determine whether you qualify for Services. Services in some areas are managed and provided under contract with Sprint by Independent affiliates with access to the Sprint Nationwide PCS Network. Some Services may not be available or may operate differently in certain affiliate markets or other areas.

Credit Verification. You must have and maintain satisfactory credit to receive and continue to receive Services. We will verify your credit before agreeing to provide Services to you and we may verify your credit at any time while we provide Services to you. Credit verification may include a review of credit reports that we receive from credit bureaus. If at any time we determine, in our sole discretion, that

payment for Services may not be made when due, we may suspend Services and require that you provide payment on account or a guarantee of payment before we resume Services.

Service Plan. You may be eligible for a fixed length PCS Service Plan ("Term Service Plan") or for a month-to-month Service Plan ("Non-Term Service Plan"). We determine the Service Plan for which you qualify. Except as permitted by the Agreement, you must maintain service with us on your Term Service Plan for the minimum term associated with that Term Service Plan. We may offer non-identical Service Plans to different individuals or entities. Services and coverage under some Service Plans may be more limited than available under other Service Plans. Your Service Plan sets out the charges for Services and is your Service Plan until that Service Plan is changed, you switch to a different Service Plan, or your Services terminate. Based on your credit rating or other factors, we may require that you make a deposit, prepayment, or a series of deposits or prepayments, or be subject to an account spending limit, before Services are activated or maintained.

Changing Service Plans. If you are on a Non-Term Service Plan, you may change to a different Service Plan for which you qualify. Any change is effective at the start of your next full invoicing cycle unless otherwise specified by us at the time that you place your change order. If you change or add a different Service Plan or service feature and the change is effective prior to the start of your next full invoicing cycle, you will be invoiced a prorated amount. We may require a service charge for implementing any change directed by you in addition to the charges associated with the Service Plan or optional service features you select. If you are on a Term Service Plan and you want to change your service plan, you may be required to accept a new Term Service Plan and we may require you to pay the early termination fee set out in your Service Plan or other fee.

Termination. Non-Term Service Plan. If you are on a Non-Term Service Plan, you may terminate Services at any time by giving us notice. Subject to the terms of this Agreement, we may terminate Services at any time, with or without notice. If your Service has been suspended due to non-payment, you may be charged a reactivation fee. We may deactivate any Number before you receive notice of termination without liability to you. Termination by either of us may be with or without cause.

Termination. Term Service Plan. EXCEPT AS PERMITTED BY THE AGREEMENT, IF YOU TERMINATE YOUR TERM SERVICE PLAN BEFORE THE END OF THE TERM, OR IF WE TERMINATE SERVICES FOR CAUSE BEFORE THE END OF THE TERM, YOU WILL BE REQUIRED TO PAY THE EARLY TERMINATION FEE ASSOCIATED WITH YOUR TERM SERVICE PLAN. No early termination fee is charged if you terminate a Term Service Plan in accordance with the return policy associated with your Term Service Plan. After the expiration of the term, the Terms relating to Non-Term Service Plans apply.

Termination. General. Regardless of whether you have a Non-Term or a Term Service Plan, we may terminate or suspend Services to you without liability if: (1) you breach any provision of this Agreement (including if you fail to pay any charges for Services); or (2) you fail to pay any charges due us for equipment or otherwise. If Services are terminated before the end of your current invoicing cycle, we will not prorate the monthly recurring charge to the date of termination, and you will not receive a credit or refund for any unused minutes in your Service Plan.

Use of Services and Equipment; Availability. You must be at least 18 years old to subscribe to our Services. We may require you to provide proof of your age and identity. If you are under 18 years old you may be eligible for certain Services that have Account Spending Limits if a person 18 years or older is also named as a subscriber on the Account. Your PCS Phone will not accept the services of any wireless provider other than Sprint (but see Roaming). Services and equipment may not be used for any unlawful, fraudulent or abusive purpose. By requesting Services, you agree that you will not use Services and equipment in any unlawful, fraudulent or abusive manner. You may not resell or lease Services or equipment to anyone.

Coverage. Most services are only available within the operating range of the Sprint Nationwide PCS Network (also see Roaming). Coverage is not available everywhere. Coverage and quality of Services may be affected by conditions within or beyond our control, including network problems, signal strength, your equipment, and atmospheric, geographic, or topographic conditions. We do not guarantee service availability or that there will be no interruptions or delays in Services (e.g., dropped calls, blocked calls, etc.).

Number. We assign a phone number ("Number") to the phone or other equipment used by you on the Sprint Nationwide PCS Network. We may change the Number

without compensation by giving you prior notice. You do not own the Number. You may not modify the Number we program into any phone or other equipment, transfer or duplicate the Number to any phone or other equipment other than that authorized by us, or transfer the Number to any other individual or entity.

Phone Activation Fee. You may be required to pay a non-refundable phone activation fee when you activate a new Number, have us switch a Number to a different phone, have your current Number changed, we activate a different phone on your existing account or your Service Plan says so.

Charges. For most forms of wireless Service, your usage will be charged from the time you first initiate contact between your phone or other wireless device and the network until the network connection is broken, whether or not you are successful in connecting with the service with which you seek to connect, even if the connection is later broken or dropped. An exception is that you are not charged for voice calls that are not completed. You are charged for completed calls to your Number from the time shortly before the phone starts ringing until the call is terminated. You will be charged peak rates for the entire duration of calls initiated during the peak time periods applicable to your Service. You will be charged off-peak rates for the entire duration of calls initiated during the off-peak time periods applicable to your Service. In addition to these usage charges, you may be charged for recurring monthly service charges, applicable local and long-distance toll charges, other usage charges, (including voicemail access, call waiting, call forwarding, etc.), connection fees, roaming charges, directory assistance, call completion charges, account review and management charges, optional features you select at an extra cost, surcharges related to government programs, and taxes. Charges for most Services are incurred in one-minute increments, with partial minutes of use rounded up to the next highest minute. You must pay, by each invoice due date, all charges for Services provided to the Number for each phone or other equipment that our records show you activated, no matter who actually uses or has possession of the phone or other equipment at the time Services are provided.

PCS Vision (Third Generation) Wireless Charges. For PCS Vision wireless services, you will be charged, on a per kilobyte basis, for data used, whether sent or received by your PCS Phone or other wireless device, rather than for airtime used, even for certain third generation voice services. As long as your PCS Phone or other wireless device is connected to the enhanced Third Generation Sprint Nationwide PCS Network ("PCS Vision network"), you will be incurring data usage charges. You cannot receive incoming calls while using third generation services. Data usage will be measured in kilobytes and will be rounded up to the next whole kilobyte. Kilobyte usage will be rounded up to the next full cent. Rounding up will occur at the end of each separate session or each clock hour (at the top of each hour), if the session spans more than 1 clock hour. When traveling on our PCS Vision network, a session may be ended and new session initiated, although no interruption to the actual data session will occur. The amount of data used and charged to you will vary widely, depending upon the specific PCS Vision wireless application or other service you use, the amount of data used in the specific application or service, and network congestion. You will be charged for data exchanges initiated by other Internet users as well as those you initiate. Estimates of data usage, for example, the size of downloadable files, will vary from what you actually use. You will be charged for additional data used in transporting and routing on the network. If you use a Premium Service (including services provided by third parties but for which you are billed on your PCS Invoice), you will be charged for data used in transport and routing in addition to the charge for the Premium Service. You will be charged for partial and interrupted data downloads or other use, including re-sent data, and for unsuccessful attempts to reach websites and use other applications and services, including those resulting from dropped network connections. Your Invoice will not separately identify the number of kilobytes attributable to your use of specific sites, sessions or services used.

PCS Vision Premium Services. Your PCS Vision wireless services may allow you to access or download premium content for an additional charge. Certain PCS Vision services (e.g., games, ringtones and screen savers) primarily contain premium services content. Access to and downloading of premium content is not included with PCS Vision services. The additional charges for this premium content will be billed to you on your PCS Invoice. You will be charged for this content (at rates and charges specified at the time of access or download) that will be in addition to data usage charges you will incur while connected to the enhanced PCS Vision network. We provide no warranties and make no representations or claims with regard to third-party Premium Services. In certain instances, subject to the terms of the content purchased, we may delete premium and non-premium items downloaded to available storage areas (e.g., your vault), including any pictures, games and other content. We may limit the amount of Premium Services you may purchase in a specific timeframe (month, week, day, or other time period). We may suspend your use of Premium Services without prior consent or notice if we have reason to suspect fraudulent or unauthorized use of your Premium Services account, but we make no assurances that we will suspend your account.

Other Terms. Not applicable to PCS Vision Wireless Usage. Use of PCS Vision wireless services requires the purchase of a separate third generation wireless compatible phone or other device and is subject to any software, memory, storage or other limitation in the phone or other equipment. Not all applications and services work, or work the same, on all third-generation wireless phones and devices. Check the materials accompanying your phone or device to determine which applications and services it will support. PCS Vision wireless services are not available while off the PCS Vision network.

Sprint is not responsible for any opinions, advice, statements, services applications or other information provided by third parties and accessible through PCS Vision wireless services. Neither Sprint nor its vendors or licensors guarantees the accuracy, completeness or usefulness of information that is obtained through the PCS Vision wireless services. You are responsible for evaluating such content. Use of certain PCS Vision wireless services, including some messaging services, may result in the disclosure to others of your email address and other information about you in connection with your internet usage. Your accessing of, or use of, third party sites or services accessible PCS Vision wireless services may require the disclosure of information about you, subject to the policies of those sites and services. You consent to receiving advertising, warnings, alerts and other messages, including broadcast messages. Your access to PCS Vision wireless services is controlled by a password.

Voice Command. PCS Voice Command is an optional service that allows you to place calls by using speech recognition technology. Calls to 911 or similar emergency numbers cannot be placed through the Voice Command feature. Airtime and applicable long distance charges for a call completed from your Number using the Voice Command feature begin when you press or activate the TALK or similar key(s) and end when your call is terminated by hitting the END key or by returning to the Voice Command platform. If you initiate and complete another call without leaving the Voice Command platform, a separate charge for that call will begin from the time the previous call was terminated. Airtime and applicable long distance charges will be applied to the entire length of a completed call initiated from Voice Command. Using Directory Assistance to input names into your Voice Command address book will incur additional charges.

Invoicing. Invoicing cycles are approximately 30 days in length. Invoicing cycles and dates may change from time to time. Except as otherwise provided in your Service Plan, monthly recurring charges (MRCs) are invoiced one invoicing cycle in advance. Charges for Services are usually invoiced as soon as possible after the charges accrue. We may, however, invoice you for usage and charges occurring before the invoicing cycle being invoiced, if they were not previously invoiced. If you are invoiced for usage incurred during a prior invoicing cycle, those minutes will be applied to your Service Plan minutes for the current invoicing cycle. However, if you change your PCS Service Plan between the time the usage was incurred and the beginning of the current invoicing cycle, those minutes from the prior invoicing cycle will be charged at the rate per minute for usage over included minutes provided in the Service Plan in effect at the time the usage was incurred.

Payment. If you have authorized payment for Services or equipment by credit card or by debiting a bank account, no additional notice or consent is required before we invoice the credit card or debit the bank account for all amounts due to us or billed by us on behalf of a third party. You must promptly notify us of any change in your invoicing address or of the credit card or bank account used for payment. We reserve the right to require payment by money order, cashier's check or other secured form of payment. If we take action to receive payment beyond invoicing you for charges for Services or equipment, you must pay our costs and expenses of collection, including attorneys' fees and expenses, the fees of any collection agency and court costs. If we act as an invoicing agent for a third-party service provider, payments received are first applied to amounts due and owing to us and any remaining amounts are applied to sums due and owing to the third-party service provider. We may immediately charge an additional fee for any check or other negotiable instrument endorsed by you and returned unpaid by a financial institution for any reason. You may be charged fees for certain methods of payment.

Late Payment Charges. Payment is past due if we do not receive it by the due date shown on your invoice. Any payment for Services and equipment not made when due accrues late charges until paid at the rate of 5% per month or at the highest rate allowed by law. Acceptance of late or partial payments (even if marked "paid in full") does not waive our right to collect all amounts that you owe us. If your Service has been suspended due to non-payment, you may be charged a reactivation fee.

Disputed Charges. You must raise any dispute that you have about any charges invoiced to you within 15 days of the date of the invoice or you have accepted the invoice. You may notify us of any dispute by notifying PCS Customer Service

Solutions. Calls to our sales or general business offices are not a dispute. If disputed invoice procedures are described on the invoice, you must follow them.

Account Spending Limit. If we agree to provide Services to you on an Account Spending Limit basis, we will tell you your Account Spending Limit before we start Services to your Number, or as reasonably practicable after the limit is imposed. If we require a deposit for you to establish or keep Services on an Account Spending Limit basis, we will hold the deposit as partial guarantee of payment for Services (see Deposits). Charges for Services accrue against your Account Spending Limit as they are incurred. We may charge an Initial ASL start up fee. We may charge a monthly ASL service fee, in addition to your recurring monthly service charge. We may suspend Services to your Number without prior notice to you when your account balance reaches your Account Spending Limit. Services are restored when you have paid any past due balance and pay a specified minimum amount to reduce your account balance below your Account Spending Limit. We may change this minimum amount at any time upon notice to you. You may pay any past due balance and the minimum amount by any method authorized by Sprint. Contact PCS Customer Service Solutions for information about authorized methods of making these payments. We may charge you a fee for calls that involve our live customer care services. If we provide Services to you on an Account Spending Limit basis, Services and coverage may be limited in certain ways. You must pay all charges for Services even if they exceed the amount of your Account Spending Limit.

Clear Pay. If we agree to provide Services to you as a Clear Pay customer, we may suspend Services to your Number without prior notice to you immediately when your bill becomes past due. Even if your bill is not past due, we may suspend services if your unpaid usage exceeds \$125 or another amount to be determined by your past credit or usage history. If we require a deposit for you to establish or keep Services as a Clear Pay customer, we will hold the deposit as partial guarantee of payment for Services (see Deposits, below). Contact PCS Customer Service Solutions for information about authorized methods of making these payments. We may charge you a fee for calls that involve our live customer care services. If we provide Services to you on as a Clear Pay basis, Services and coverage may be limited in certain ways. You must pay all charges for Services whether or not your Services are suspended or terminated.

Deposits. If we require a deposit for you to establish or keep Services, we will hold the deposit as partial guarantee of payment for Services. We may change the deposit amount at any time to reflect revised estimated monthly charges based upon your usage. A deposit may not be used to pay any invoice (unless it is used to pay a final invoice) or delay payment. The deposit amount, the length of time we hold the deposit and changes to the deposit amount are determined based on your credit and payment history. The rate of interest, if any, on the deposit is subject to change. We may mix deposits with our other funds. If Services are terminated for any reason, we may, without notice to you, apply your deposit toward payment of outstanding charges and return any excess to you at your last known address within 75 days after termination of Services. If the U.S. Postal Service cannot deliver the money to you and returns it to us, we will hold it for you for one year from the date of return and, during that period, we may charge a servicing fee against the deposit balance. Any money held during this one-year period will not accrue interest for your benefit. You forfeit any portion of the money left after the one-year period.

Wireless Web and Voice Portal Services. Wireless Web Services are part of the Services that can be obtained through Sprint. Wireless Web Services are not available in all markets or while roaming off the Sprint Nationwide PCS Network. Use of Wireless Web Services requires an Internet-ready PCS Phone or certain other equipment (or both) and is subject to any memory, storage or other limitation in the phone or other equipment. Wireless Web Services are not available on PCS Vision phones or devices. The Caller ID blocking feature is not available when using Wireless Web Services. Any use of Wireless Web Services deducts from your Service Plan minutes. For data calls (including Wireless Web and Voice Portal calls) that are attempted, but not completed, you are charged for the time during which the network attempts to connect the call. You are charged for time spent connected to the Wireless Web or Voice Portal, including time spent browsing on the Internet or Voice Portal and reviewing or scrolling through Internet information on-line while still connected to the Sprint Nationwide PCS Network. Not all Internet sites can be accessed and you may receive an error message if you attempt to access a site that cannot be accessed through Wireless Web Services. You are also charged for Wireless Web connections to review your PCS account information. Wireless Web Services are not available with all Service Plans. Sprint is not responsible for any opinions, advice, statements, services or other information provided by third-parties and accessible through Wireless Web Services or Voice Portal Services. Neither Sprint nor its vendors or licensors guarantees the accuracy, completeness or usefulness of information that is obtained through the Wireless Web Services or Voice Portal Services. You are responsible for evaluating such content.

Taxes and Surcharges. We invoice you for taxes, fees and other charges levied by

or remitted to federal, state or local authorities, or foreign government on Services including, without limitation, sales, gross receipts, use, and excise taxes. If you claim any tax exemption, you must provide us with a valid tax-exempt document. Any tax exemption applies only from the date we receive a valid tax-exempt document.

We also invoice you for fees that we collect and remit to the government such as Universal Service, and for surcharges that we collect and keep to pay for the costs of complying with government mandates such as number pooling and portability, and Enhanced 911 service. These charges are neither taxes nor government imposed assessments.

Roaming. Calls made while off the Sprint Nationwide PCS Network are "roaming" calls. Your PCS Phone is specifically designed and engineered to work only on the Sprint Nationwide PCS Network. It works on another CDMA PCS provider's system only when a roaming agreement is in place between Sprint and the other providers. If your PCS Phone is a dual-mode phone, it works on both a CDMA PCS provider's system (in addition to the Sprint Nationwide PCS Network) and a wireless analog telecommunications provider's system only when roaming agreements are in place between Sprint and the other providers. If we do not have a roaming agreement in place, you may be able to place roaming calls "manually" by using a valid credit card. If there is a gap or other interruption of coverage within a PCS coverage area that prevents connection with the Sprint Nationwide PCS Network and your dual-band phone is set to roam automatically when outside PCS coverage, you may incur roaming fees within a PCS coverage area. Certain features and services may not be available when roaming (including PCS Vision, voicemail, call waiting, call forwarding, etc.).

Phones and Other Equipment. Phones and other equipment may be purchased and returned as provided in the purchase documents. We are not the manufacturer of the phones or other equipment. The only warranties on the phones or other equipment are any limited warranties extended by the manufacturers. We have no liability in connection with the phones and other equipment or for the manufacturers' acts or omissions.

Lost or Stolen Equipment. If your phone or other equipment is lost or stolen, you must notify us by calling PCS Customer Service Solutions. You are responsible for all charges for Services provided to the Number for the lost or stolen equipment before you notify us of the loss or theft. We will deactivate Services to the Number upon notification to us of any loss or theft. You may be required to provide evidence of the loss or theft (for example, a police report or sworn statement). If the equipment is later found, we may require that you exchange it for another phone or other equipment before we reactivate Services (if we do reactivate Services), as well as require you to pay a reactivation fee. We will deactivate Services to any Number without prior notice to you if we suspect any unlawful or fraudulent use of the Number. You agree to cooperate reasonably with us in investigating suspected unlawful or fraudulent use.

Messages. You will incur airtime usage charges when accessing your voicemail from your PCS Phone. You may also incur charges in accessing text messages from your PCS Phone. You may access your voicemail without incurring airtime usage charges by checking your voicemail from a wireline phone. We may impose limits on the number of voicemail or text message that can be retained through your PCS account. Audible or visual indicators of text or voicemail messages, including mailbox icons on your PCS Phone, may not always provide an up to date indication of new messages. In certain instances, you may be required to manually reset or clear your mailbox indicator.

Caller ID. If you do not want people you call to receive the Number assigned to your phone, you must call PCS Customer Service Solutions for information about automatic Caller ID blocking. The Number assigned to your phone can be blocked on a per-call basis by dialing *67 + Destination Number + TALK (or similar key), but Caller ID delivery resumes on the next call you make. Caller ID display on incoming calls to your Number depends on receiving the information from the calling party.

TTY Access. A TTY (also known as TDD or Text Telephone) is a telecommunications device that allows people who are deaf or hard of hearing, or who have speech or language disabilities, to communicate by telephone. TTY doesn't work with all PCS Phones. If you have a PCS TTY-capable phone, it may not function effectively, or at all, when attempting 911 calls due to the equipment or software of the answering agency. Therefore, a TTY device should not be relied on for 911 calls.

Pay-Per-Call Service. We will not complete calls from your Number to 900, 976 and similar numbers for pay-per-call services.

International Calling. You may be limited in the international destinations that you can call with Services. You should contact PCS Customer Service Solutions for information about international destinations that you cannot call.

Limitation of Liability. Except as otherwise provided in this section, our sole liability to you for any loss or damage arising out of providing or failing to provide Services (including mistakes, omissions, interruptions, delays, errors, or defects) does not exceed (1) in cases related to a specific piece of equipment, the prorated MRC for Services to the piece of equipment during the affected period, or (2) in cases not related to a specific piece of equipment, the prorated MRCs for Services to you during the affected period. Neither we nor our vendors, suppliers or licensors are liable for any damage arising out of or in connection with:

- a) any act or omission of any telecommunications service or other service provider other than us;
- b) any directory listing;
- c) any dropped calls or inability to place or receive calls;
- d) any interruption of Services, including interruptions caused by equipment or facilities failure or shortages, transmission limitations or system capacity limitations;
- e) traffic or other accidents, or any health-related claims allegedly arising from the use of Services, phones, equipment or accessories used in connection with the Services;
- f) the use of Wireless Web Services and PCS Vision applications and services, including the accuracy or reliability of any information obtained from the Internet using Wireless Web Services or from Voice Portal Services, PCS Vision wireless services or Internet services, content or applications not supported by Sprint PCS;
- g) any late or failed message delivery;
- h) any interruption or failure of 911 or E911 emergency services or identification of the Number, address or name associated with any person accessing or attempting to access emergency services from your phone;
- i) the installation or repair of any products or equipment by parties who are not our authorized employees or agents;
- j) events due to factors beyond our control, including acts of God (including, without limitation, weather-related phenomena, fire or earthquake), war, riot, strike, or orders of governmental authority;
- k) any act or omission of any third party or independent contractor that offers products or services in conjunction with or through the Services; or
- l) your negligent or intentional act or omission.

NO CONSEQUENTIAL OR OTHER DAMAGES. UNDER NO CIRCUMSTANCES ARE WE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES OF ANY NATURE WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH PROVIDING OR FAILING TO PROVIDE SERVICES, PHONES OR OTHER EQUIPMENT USED IN CONNECTION WITH THE SERVICES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF BUSINESS, OR COST OF REPLACEMENT PRODUCTS AND SERVICES. THIS SECTION SURVIVES TERMINATION OF THIS AGREEMENT.

Indemnification. You indemnify and defend us, our partners, directors, officers, employees and agents from and against any claim, action, damage, liability and expense arising out of or in connection with: (1) your acts or omissions that occur in connection with your use of the Services or equipment used in connection with the Services, and (2) any communications you make or receive using the Services. This indemnification extends to and includes any attorney's fees and costs incurred by us arising from any actions or claims to which this indemnification applies, or from the contesting of the applicability of this provision. This section survives termination of this Agreement.

MANDATORY ARBITRATION OF DISPUTES. ANY CLAIM, CONTROVERSY OR DISPUTE OF ANY KIND BETWEEN THE CUSTOMER AND THE COMPANY AND/OR ANY OF ITS EMPLOYEES, AGENTS, AFFILIATES OR OTHER REPRESENTATIVES, WHETHER SOUNDING IN CONTRACT, STATUTE, OR TORT, INCLUDING FRAUD, MISREPRESENTATION, FRAUDULENT INDUCEMENT, OR ANY OTHER LEGAL OR EQUITABLE THEORY AND REGARDLESS OF THE DATE OF ACCRUAL OF SUCH CLAIM, CONTROVERSY OR DISPUTE SHALL BE RESOLVED BY FINAL AND BINDING ARBITRATION AS PRESCRIBED IN THIS SECTION. THE FEDERAL ARBITRATION ACT, NOT STATE LAW, GOVERNS THE QUESTION OF WHETHER A CLAIM IS SUBJECT TO ARBITRATION. HOWEVER, NOTHING CONTAINED IN THIS ARBITRATION PROVISION SHALL PRECLUDE THE CUSTOMER FROM RESOLVING ANY CLAIM, CONTROVERSY OR DISPUTE IN SMALL CLAIMS COURT HE OR SHE OTHERWISE WOULD HAVE THE RIGHT TO PURSUE.

A single arbitrator engaged in the practice of law will conduct the arbitration. The arbitrator will be selected according to the rules of CPR or, alternatively, may be selected by agreement of the parties, who shall cooperate in good faith to select the arbitrator. The arbitration will be conducted by, and under the then-applicable rules of the CPR Institute for Dispute Resolution. All expedited procedures prescribed by the applicable rules will apply. Any required hearing fees and costs shall be paid by

the parties as required by the applicable rules or as required by applicable law, but the arbitrator shall have the power to apportion such costs as the arbitrator deems appropriate.

The arbitrator's decision and award will be final and binding (subject to the appeal clause below), and judgment on the award rendered by the arbitrator may be entered in any court with jurisdiction.

An appeal may be taken under the CPR Arbitration Appeal Procedure from any final award of any arbitral panel in any arbitration arising out of or related to this agreement that is conducted in accordance with the requirements of such Appeal Procedure. Unless otherwise agreed by the parties and the appeal tribunal, the appeal shall be conducted at the place of the original arbitration.

If any party files a judicial or administrative action asserting a claim that is subject to arbitration and another party successfully stays such action or compels arbitration, the party filing that action must pay the other party's costs and expenses incurred in seeking such stay or compelling arbitration, including attorney's fees.

Notices. You may get our current address for written notice by calling PCS Customer Service Solutions. Written notice to you is sent to your last known address in our invoicing records. Written notice is effective three days after deposit in the U.S. mail, postage prepaid, and properly addressed. Unless required by this Agreement or Applicable Laws, (1) you may notify us by calling PCS Customer Service Solutions, and (2) we may notify you by leaving a message for you on your PCS Phone, answering machine or with your answering service. Notice addresses may be changed by giving notice as provided in this section.

Choice of Law; Jurisdiction. This Agreement is governed by and must be construed under federal law and the laws of the State of Kansas, without regard to choice of law principles.

General. If either of us does not enforce any right or remedy available under this Agreement, that failure is not a waiver of the right or remedy for any other breach or failure by the other party. Our waiver of any requirement in any one instance is not a general waiver of that requirement and does not amend this Agreement. This Agreement is subject to any applicable federal and state law (collectively, "Applicable Laws"). If any part of this Agreement is held invalid or unenforceable, that part is interpreted consistent with Applicable Laws as nearly as possible to reflect the original intentions of the parties and the rest of this Agreement remains in full force and effect. Section headings are for descriptive purposes only and are not used to interpret this Agreement. You may not assign this Agreement to any other person or entity without our prior written approval. This Agreement (including any referenced documents and attachments) makes up the entire agreement between you and us and replaces all prior written or spoken agreements, representations, promises or understandings between you and us. The provisions of this Agreement that are contemplated to be enforceable after the termination of this Agreement survive termination of this Agreement. If there is a conflict, the Service Plan (including any Term Service Plan) controls over the Terms.

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10 . Termination of Access

Sprint PCS may terminate your access to all or part of this Internet site without notice, for any conduct that Sprint PCS, in its sole discretion, believes to be harmful to individual users, Sprint PCS or any of its affiliates, or any rights of Sprint PCS or any third party, or to violate applicable laws.

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11 .Change in Internet Site or In User Agreement

This Internet site is subject to change without prior notice and your use of this site after a change means that you have agreed to that change.

Sprint PCS may modify this User Agreement at any time by posting the revised agreement on the Internet site. Any revised User Agreement is effective upon the user accessing this Internet site.

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12. Sprint PCS Wireless Web Mail

The following are the terms and conditions for use of the Sprint PCS Wireless Web Mail service including without limitation email and other services which may be offered from time to time by Sprint PCS for use with your Sprint PCS Wireless Web Mail username (each feature individually and collectively referred to as the "Service"). Please read them carefully. This Service is provided to individuals who are at least 18 years old or minors who have parental permission to open and maintain an account. BY CLICKING THE "I ACCEPT" BUTTON AND COMPLETING THE REGISTRATION PROCESS, YOU ARE STATING THAT YOU ARE ELIGIBLE FOR AN ACCOUNT AND THAT YOU AGREE TO BE BOUND BY ALL OF THESE TERMS AND CONDITIONS OF THE SERVICE ("TOS").

The Service is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein.

Member account, password, and security. To open an account, you must complete the registration process by providing us with current, complete and accurate information as prompted by the Registration Form. You then will choose a password and a username. You are entirely responsible for maintaining the confidentiality of your password and username. Furthermore, you are entirely responsible for any and all activities that occur under your account.

You agree to notify Sprint PCS immediately of any unauthorized use of your account or any other breach of security.

Member privacy. It is Sprint PCS's policy to respect the privacy of its members. Sprint PCS will not monitor, edit, or disclose any personal information about you or your use of the Service, including its contents, without your prior permission unless Sprint PCS has a good faith belief that such action is necessary to: (1) conform to legal requirements or comply with legal process; (2) protect and defend the rights or property of Sprint PCS; (3) enforce the Terms of Service; or (4) act to protect the interests of its members or others. Sprint PCS does provide certain user information in aggregate form to third parties, including its advertisers, for demographics. In addition, your Internet Protocol address is transmitted with each message sent from your account. For more information, see the Sprint PCS Privacy Statement.

You agree that Sprint PCS may access your account, including its contents, as stated above or to respond to service or technical issues.

Message storage, outbound messages and other limitations. The amount of email storage space per member is limited, please visit our FAQ for more information. Some email messages may not be processed due to space constraints or outbound message limitations. You agree that Sprint PCS is not responsible or liable for the deletion or failure to store messages or other information.

Member conduct. As a condition of your use of the Service, you warrant to Sprint PCS that you will not use the Service for any purpose that is unlawful or prohibited by these terms, conditions, and notices.

The Service is provided to individuals only and for personal use only. You agree to use the Service only to send and receive personal messages. Any unauthorized commercial use of the Service, or the resale of its services, is expressly prohibited.

You agree to abide by all applicable local, state, national and international laws and regulations and are solely responsible for all acts or omissions that occur under your username or password, including the content of your transmissions through the Service. By way of example, and not as a limitation, you agree not to:

- Use the Service in connection with surveys, contests, pyramid schemes, chain letters, junk email, spamming or any duplicative or unsolicited messages (commercial or otherwise).
- Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- Publish, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful material or information.
- Advertise or offer to sell or buy any goods or services for any non-personal purpose.
- Harvest or otherwise collect information about others, including email addresses, without their consent.

ate a false identity for the purpose of mislead ers as to the identity of the sender or the origin of a message.

- Use, download or otherwise copy, or provide (whether or not for a fee) to a person or entity that is not a Service member any directory of the Service members or other user or usage information or any portion thereof other than in the context of your use of the Service as permitted under the Terms of Service.
- Transmit or upload any material that contains viruses, trojan horses, worms, time bombs, cancelbots, or any other harmful or deleterious programs.
- Transmit or upload any material that contains software or other material protected by intellectual property laws, rights of privacy or publicity or any other applicable law unless you own or control the rights thereto or have received all necessary consents.
- Interfere with or disrupt networks connected to the Service or violate the regulations, policies or procedures of such networks.
- Attempt to gain unauthorized access to the Service, other accounts, computer systems or networks connected to the Service, through password mining or any other means.
- Violate any applicable laws or regulations including, without limitation, laws regarding the transmission of technical data or software exported from the United States through the Service.
- Interfere with another member's use and enjoyment of the Service or another individual's or entity's use and enjoyment of similar services.

Sprint PCS has no obligation to monitor the Service or any user's use thereof or retain the content of any user session. However, Sprint PCS reserves the right at all times to monitor, review, retain and/or disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request.

Sprint PCS may terminate your access to any part or all of the Service and any related service(s) at any time, with or without cause, with or without notice, effective immediately, for any reason whatsoever.

Sprint PCS may also terminate or suspend your account for inactivity, which is defined as failing to sign-in to the Service for an extended period of time, as determined by Sprint PCS. The amount of time that Sprint PCS currently considers as an "extended" period of time may be viewed in our FAQ. Upon termination of the Service, your right to use the Service immediately ceases.

If you wish to terminate your account, your only recourse is to discontinue the use of the Service.

Sprint PCS shall have no obligation to maintain any content in your account or to forward any unread or unsent messages to you or any third party.

Links to third party sites. THE LINKS INCLUDED WITHIN THE SERVICE MAY LET YOU LEAVE THE SERVICE WEB SITES ("LINKED SITES"). THE LINKED SITES ARE NOT UNDER THE CONTROL OF SPRINT PCS AND SPRINT PCS IS NOT RESPONSIBLE FOR THE CONTENTS OF ANY LINKED SITE OR ANY LINK CONTAINED IN A LINKED SITE, OR ANY CHANGES OR UPDATES TO SUCH SITES. SPRINT PCS IS NOT RESPONSIBLE FOR WEBCASTING OR ANY OTHER FORM OF TRANSMISSION RECEIVED FROM ANY LINKED SITE. SPRINT PCS IS PROVIDING THESE LINKS TO YOU ONLY AS A CONVENIENCE, AND THE INCLUSION OF ANY LINK DOES NOT IMPLY ENDORSEMENT BY SPRINT PCS OF THE SITE OR ANY ASSOCIATION WITH THEIR OPERATORS.

Disclaimers/limitation of liability. Sprint PCS does not represent or warrant that the Service will be uninterrupted or error-free, that defects will be corrected, or that the Service or the server that makes it available, are free of viruses or other harmful components. Sprint PCS does not warrant or represent that the use or the results of the use of the Service or the materials made available as part of the Service will be correct, accurate, timely, or otherwise reliable.

You specifically agree that Sprint PCS shall not be responsible for unauthorized access to or alteration of your transmissions or data, any material or data sent or received or not sent or received, or any transactions entered into through the Service. You specifically agree that Sprint PCS is not responsible or liable for any threatening, defamatory, obscene, offensive or illegal content or conduct of any other party or any infringement of another's rights, including intellectual property rights. You specifically agree that Sprint PCS is not responsible for any content sent using and/or included in the Service by any third party.

SPRINT PCS AND/OR ITS RESPECTIVE SUPPLIERS MAKE REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE SERVICE FOR ANY PURPOSE. THE SERVICE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. SPRINT PCS AND/OR ITS RESPECTIVE SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THE SERVICE, INCLUDING ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

IN NO EVENT SHALL SPRINT PCS AND/OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE SERVICE OR RELATED WEB SITES, WITH THE DELAY OR INABILITY TO USE THE SERVICE OR RELATED WEB SITES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE SERVICE, OR OTHERWISE ARISING OUT OF THE USE OF THE SERVICE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF SPRINT PCS OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SERVICE, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SERVICE AND ITS RELATED WEB SITES.

Indemnification. You agree to indemnify and hold Sprint PCS, its parents, subsidiaries, affiliates, officers and employees, harmless from any claim, demand, or damage, including reasonable attorneys' fees, asserted by any third party due to or arising out of your use of or conduct on the Service.

No spam; damages. Sprint PCS will immediately terminate any account which it believes, in its sole discretion, is transmitting or is otherwise connected with any spam or other unsolicited bulk email. In addition, because damages are often difficult to quantify, if actual damages cannot be reasonably calculated then you agree to pay Sprint PCS liquidated damages of \$5 for each piece of spam or unsolicited bulk email transmitted from or otherwise connected with your account, otherwise you agree to pay Sprint PCS's actual damages, to the extent such actual damages can be reasonably calculated.

Participation in promotions of advertisers. Any dealings with Advertisers on the Service or participation in promotions, including the delivery of and the payment for goods and services, and any other terms, conditions, warranties or representations associated with such dealings or promotions, are solely between you and the Advertiser or other third party. Sprint PCS shall not be responsible or liable for any part of any such dealings or promotions.

Proprietary rights to content. You acknowledge that content, including but not limited to text, software, music, sound, photographs, video, graphics or other material contained in either sponsor advertisements or electronically distributed, commercially produced information presented to you by the Service, by Sprint PCS, or Sprint PCS's Advertisers or other content providers, is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. You may make a copy of this content for your personal, non-commercial use only, provided that you keep all copyright and other proprietary notices intact. You may not modify, copy, reproduce, republish, upload, post, transmit, or distribute in any way content available through the Service and its associated Web sites, including code and software.

Modifications to terms of service, member policies. Sprint PCS reserves the right to change the Terms of Service or policies regarding the use of the Service at any time and to notify you by posting an updated version of the Terms of Service on this Web site. You are responsible for regularly reviewing the Terms of Service. Continued use of the Service after any such changes shall constitute your consent to such changes.

General. This agreement is governed by the laws of the State of Kansas, and the United States of America. Use of the Service is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this paragraph. You agree that no joint venture, partnership, employment, or agency relationship exists between you and Sprint PCS as a result of this agreement or use of the

Service. Sprint PCS's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of Sprint PCS's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Service or information provided to or gathered by Sprint PCS with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect. Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and Sprint PCS with respect to the Service (excluding the use of any software which may be subject to an end-user license agreement) and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and Sprint PCS with respect to the Service. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. You and Sprint PCS agree that any cause of action arising out of or related to this Service must commence within one (1) year after the cause of action arose; otherwise, such cause of action is permanently barred. The section titles in the Terms of Service are solely used for the convenience of the parties and have no legal or contractual significance.

Trademarks. Sprint PCS, Sprint PCS Wireless Web, Sprint PCS Wireless Web Mail and/or other Sprint PCS products and services referenced herein are either trademarks or registered trademarks of Sprint PCS. The names of actual companies and products mentioned herein may be the trademarks of their respective owners.

Privacy policy. Sprint PCS and its vendors (collectively "Sprint PCS") take measures on several fronts to protect your messages from being read by third parties without your explicit permission. In our application, Sprint PCS uses the latest Internet technology to ensure that your data is only accessible to you by using your password and username; our technology is built to prevent access by third parties.

E-mail is private correspondence between the sender and the recipient. Sprint PCS strictly respects the privacy of its users. Therefore, Sprint PCS will not sell, provide, or transfer the User's personally identifiable information to third parties. In addition, Sprint PCS will not monitor, edit, or disclose the contents of a User's private communications unless required to do so by law or in the good faith belief that such action is necessary to: (1) conform to the edicts of the law or comply with legal process served on Sprint PCS; (2) protect and defend the rights or property of Sprint PCS; or (3) act under exigent circumstances to protect the personal safety of its Users or the public. Sprint PCS does provide certain user information in aggregate form to third parties, including its advertisers, for demographics. In addition, your Internet Protocol address is transmitted with each message sent from your account.

User acknowledges and agrees that certain technical processing of messages and their content in order to: (1) send and receive messages; (2) conform to connecting networks' technical requirements; (3) conform to the limitations of the Service; or (4) conform to other similar requirements.

All Sprint PCS Users agree to our Terms of Service when signing up.

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Terms and Conditions

Before continuing with your order for phone and accessory equipment (the Equipment) and Nextel wireless communications services (Service(s)), you (Customer) must read and agree to the following Terms and Conditions of Service. When you click on the I Accept or similar button below, you agree to purchase the products and services indicated, in accordance with nextel.com's Terms of Sale Agreement and these Terms and Conditions of Service. By using the Equipment or Service, Customer applies and subscribes for Services provided by Nextel (the Company) and confirms that Customer has read, understands, agrees to and accepts these Terms and Conditions of Service (the Agreement).

- **TERM for standard rate plan** - Company or Customer may terminate the Agreement at any time. To be effective, notice of termination by Customer shall be made only in writing to Company at the address shown on Customer's bill. If Services are terminated before the end of the current billing cycle, (i) no credit or refund will be provided for unused airtime; and (ii) any monthly recurring charge will not be prorated to the date of termination.
- **TERM for one year promotional plans** - The initial term of this Agreement shall be one (1) year from the date Customer activates Service. Thereafter, unless Customer or Company terminates this Agreement as provided for herein, this Agreement shall automatically renew on a month-to-month basis. Notice of termination by customer shall be made only in writing to company at the address shown on Customer's bill. Company reserves the right not to renew this Agreement at any time prior to the conclusion of the initial term or any renewal term. Except for a termination by Customer in response to Company changes in accordance with Section 1 below, a \$200 cancellation fee per unit will be charged to Customer for cancellation within the initial one (1) year Term.
- **TERM for two year promotional plans** - The initial term of this Agreement shall be two (2) years from the date Customer activates Service. Thereafter, unless Customer or Company terminates this Agreement as provided for herein, this Agreement shall automatically renew on a month-to-month basis. Notice of termination by customer shall be made only in writing to company at the address shown on Customer's bill. Company reserves the right not to renew this Agreement at any time prior to the conclusion of the initial term or any renewal term. Except for a termination by Customer response to Company changes in accordance with Section 1 below, a \$200 cancellation fee per unit will be charged to Customer for cancellation within the initial two (2) year Term.

1. USE OF SERVICE - By executing this Agreement, Customer covenants that it shall comply with all applicable laws, including without limitation all Federal Communications Commission rules and regulations. Customer will not use the Service for any unlawful purpose. Customer will not use the Service in aircraft or in motor vehicles where prohibited by law, ordinance or regulation, as applicable. Customer acknowledges and agrees that all future purchases of Company Services and Equipment by Customer shall be governed by the terms and conditions contained herein unless Customer and Company enter into a subsequent Subscriber Agreement. Company may change this Agreement at any time. Any changes are effective when Company provides Customer with written notice stating the effective date of the change(s). If

Customer elects to use the Services or make any payment to Company on or after the effective date of the changes, Customer is deemed to have accepted the change(s). If Customer does not accept the changes, Customer may terminate Services as of the effective date by sending written notice to Company at the address shown on Customer's bill. If Services are terminated before the end of the current billing cycle, (i) no credit or refund will be provided for unused airtime; and (ii) any monthly recurring charge will not be prorated to the date of termination.

2. TERM - The Service Term of this Agreement shall be specified on the Subscriber Agreement Form and shall commence as of the date hereof. Thereafter, unless Customer or Company terminates this Agreement as provided for herein, this Agreement shall automatically renew on a month-to-month basis. Notice of termination by Customer shall be made only in writing to Company at the address shown on Customer's bill. Company reserves the right not to renew this Agreement at any time prior to the conclusion of the Service Term or any renewal term. Except for a Customer termination in response to Company changes in accordance with Section 1 above, a \$200 cancellation fee per unit will be charged to Customer for cancellation within the Service Term, if a one or two year Service Terms is selected on the Subscriber Agreement. If Company permits Customer to suspend Service to Customer's account(s) for a temporary period, Company may extend the term of this Agreement by the length of the temporary suspension. If Customer changes rate plans during the Service Term of this Agreement, or upgrades Equipment at any time, then Customer may be required to start a new Service Term of up to 24 months as of the date of the change or upgrade and may be subject to a transfer fee.

3. CREDIT APPLICATION - This Agreement shall be contingent upon Company's approval of Customer's credit application. Company may require Customer to update its credit application or information from time to time. Customer warrants and represents that all information furnished on the credit application is current, complete, accurate, and true. If Company subsequently determines that any statements made on the credit application are false, incomplete or inaccurate, Company may declare Customer to be in default under this Agreement and may exercise any remedies it has under this Agreement at law or in equity. Customer understands that Company will rely upon the credit information provided by Customer, including but not limited to Customer's social security number or tax identification number, and other confidential and personal financial and credit information requested by Company and supplied by Customer, in making a decision to provide Services. Customer consents to Company's requests for and verification of Customer's bank references and Company's performance of a credit history check utilizing standard commercial credit reference services in connection with Company's review of the Customer's creditworthiness. Customer acknowledges that Company may provide payment history and other billing/charge information to a credit reporting agency for inclusion in Customer's records maintained by such credit reporting agency. Customer understands that a security deposit or airtime usage limit may be required.

4. EQUIPMENT AND INSTALLATION – If the sale is for cash only, title to the Equipment shall be transferred to Customer upon receipt by Company of a cashiers or certified check or other equally secure form of payment in the amount set forth on the front of this Agreement. Company shall not be liable to Customer for delays in delivery or unavailability of Equipment or any part thereof or for the cancellation of any orders of Equipment by the manufacturer. Customer, at its option, may have the Equipment installed by Company at the rate specified on the front of this Agreement. If Customer purchases the Equipment on credit or an installment basis, installations, repairs, and removal of Equipment must be performed by a party authorized by Company. Company shall not be liable for any damage to Customer's vehicle(s) or Equipment which may result from installation of Equipment by any person who is not employed by Company. Customer shall not modify, disassemble, de-install or alter the Equipment in any manner whatsoever, except in accordance with the User Guide accompanying the Equipment.

5. CUSTOMER RADIO EQUIPMENT – Company is not responsible for the installation, operation, quality of transmission, or, unless separate maintenance arrangements have been made between Company and Customer, maintenance of the Equipment. Any change in Service or Equipment may require additional programming or Equipment or changes to assigned codes or numbers which may require programming fees. Company reserves the right to change or remove assigned codes and/or numbers when such change is reasonably necessary in the conduct of its business. Customer does not have any proprietary interest in such codes or numbers. Although Federal and state laws may make it illegal for third parties to listen in on service, complete privacy cannot be guaranteed. Company shall not be liable to Customer or to any third party for any eavesdropping on or interception of communications from Company's System.

6. NEXTEL WIRELESS WEB SERVICES – Nextel Wireless Web Services, consisting of certain applications such as email, data, information and other wireless internet services (the "Applications") are part of the Services that can be obtained through Company. Certain Applications offered by Company or authorized third parties may be compatible with the Equipment and/or the Service offered by Company. Customer acknowledges and agrees that there is no guarantee or assurance that the Applications are compatible, or will continue to be compatible, with Company's System or any of its Equipment or Service offerings. Such compatibility or approval from Company of compatibility shall not be construed as an endorsement of a particular Application or a commitment on the part of Company that Application(s) will continue to be compatible with the System, Equipment or Service for any period of time. Company reserves the right, in its sole discretion, to disable or discontinue any Application for any reason. Use of Nextel Wireless Web Services requires a wireless internet compatible phone, and is subject to any storage, memory or other Equipment limitation. Only certain internet sites may be accessed, and certain Nextel Wireless Web Services may not be available in all Company Service areas.

7. APPLICATION CUSTOMER CARE AND SUPPORT – Customer acknowledges and agrees that in most cases, the developer of an Application is responsible for providing Customer care and Application support to all Customers using the Application. In the event Customer contacts Company Customer care with a problem concerning the use of an Application, Customer may be referred to the Application developer's Customer care, and Company shall have no obligation to support such Application.

8. CONTENT; COMMUNICATIONS WITH OTHERS; INTELLECTUAL PROPERTY RIGHTS – Company is not a publisher of third party content that Customer may from time to time access through Nextel Online Services; therefore Company is not responsible for the content provided by such third parties, including but not limited to statements, opinions, graphics, photos, music, services and other information ("Content"), and accessed by Customer through Nextel Online Services. Nor is Company responsible for the actions of third parties arising from a Customer's contact with such third parties via Nextel Online Services, whether such contact is facilitated through Customer's own initiative or via an embedded link on the Equipment. Company gives no guarantee or assurance as to the currency, accuracy, completeness or utility of Content obtained through Nextel Online Services. Company, Content providers and others have proprietary interests in certain Content. Customer shall not, nor permit others, to reproduce, broadcast, distribute, sell, publish, commercially exploit or otherwise disseminate such Content in any manner without the prior written consent of Company, Content providers, or others with proprietary interests in such Content, as applicable.

9. DEPOSITS – Customer shall provide Company with a deposit towards the purchase of the Equipment in the amount set forth on the front of this agreement. Company also has the right, exercisable in its sole discretion at any time or from time to time, to require Customer to make a deposit to guarantee payment of sums due hereunder, including Service charges. Unless otherwise required by law, deposits may be mixed with other funds and will not earn interest. Customer hereby grants Company, as applicable, a security interest in such deposits, to secure the payment of all sums due hereunder as well as the performance of all other payment obligations Customer may have to the Company whether now existing or hereafter arising. Upon termination of Service, or upon the first billing cycle after the twelfth month of service, whichever comes first, Company may apply the deposit against any outstanding Service charges of Customer or any other amount owed to the Company. If Customer is terminating the Agreement, any remaining balance will be released to the Customer at the Customer's last known address within approximately 90 days. If the Customer continues with the Agreement, any credit balance remaining after the deposit is applied will be applied to any amounts that may become owing to the Company in the future except that, at Customer's request, amounts of \$50 or more will be released to the Customer at the latest address known to Company within 30 days of the Customer request. In all cases, Customer agrees that any remaining balance will be retained by Company in the event the postal service is unable to deliver the funds to the Customer at the latest address known to Company. Company reserves the right to interrupt Services if Service appears to have excessive charges, payments are delinquent, any unusual calling patterns are observed on Customer's

account, or during public safety emergencies. Such interruption may be done to protect Customer or Company as the Company determines in its sole discretion, but in no event shall the Company be liable to the Customer or to any third party by reason of interrupting or failing to cause an interruption of Service.

10. RATES, CHARGES, AND PAYMENT - The price established for Service is set forth in the current Company rate plan(s) selected by Customer. Company shall issue invoices for Service. Monthly Access charges shall be invoiced in advance. Airtime and long distance charges shall be invoiced in arrears. Customer is responsible to pay Company, on a timely basis, for charges for Service as set forth on the front of this Agreement, and any modifications thereto. If Customer elects to pay using a Company-approved credit or debit card, Customer hereby authorizes Company to charge the credit or debit cards specified by Customer from time to time on a recurring basis for all charges incurred on the Company Account Numbers set forth on Customer's invoice. Customer (i) expressly authorizes Company to charge Customer's designated credit or debit card account number(s) for all fees and charges incurred; and (ii) reauthorizes Company to charge such account number each time services are used. Customer shall promptly notify Company of any changes to the credit or debit card or bank account used for payment. Enrollment is for the duration of this Agreement unless cancelled earlier by either party with thirty (30) days advance written notice to the other party. Customer acknowledges that chargeable time for telephone calls and Nextel Direct Connect call transmissions originated by a unit begin when a connection is established with Company facilities. A new Nextel Direct Connect call is initiated by a call participant if that participant responds more than six (6) seconds after the other party finishes its Nextel Direct Connect transmission. Customer accepts responsibility for Airtime charges from incoming telephone calls to its mobile unit from the time that Customer responds to the call. If Customer disputes any Service charges, Customer must pay the entire amount set forth in the invoice by the due date and submit a written explanation within forty five (45) days from the date on the invoice. Direct Connect, Group Connect, and Nationwide Direct Connect charges are calculated by multiplying the minutes of use, number of participants, and applicable rate, to be paid by the initiator. If Company determines that an error was made on Customer's invoice, Company shall credit Customer's account in the amount of the error. If Customer does not pay the amount in dispute, Company may exercise any remedies it may have under this Agreement for non-payment of Service charges. Company reserves the right to modify any and all elements of the Service charges at any time and each such modification shall be effective immediately upon the Company's communication thereof to Customer, unless the Company's communication indicates a later effective date with respect to such modification. Payments which are not received within thirty (30) days from the date of the invoice shall be subject to late payment charges as set forth in this Agreement. If the parties have agreed that payments are to be made in installments, or on credit, as indicated on the front of this Agreement, Customer shall be responsible for paying amounts due as agreed to in this Agreement. If Customer does not make all payments when they are due, such failure shall be a default under this Agreement and Company shall be entitled to exercise any remedies it may have under this Agreement or at law or in equity. If the sale of the Equipment is on a credit or installment basis and the Customer accepts delivery of the Equipment, the Customer may not return the Equipment or receive a refund or any amounts paid and agrees to continue making payments as required under this agreement until the Equipment sale price is paid in full.

11. NONPAYMENT/BREACH - A late payment charge of 1.5% (or the maximum interest rate permitted by law) per month may be applied to Customer's account if monthly invoices are not paid by the due date. The late payment charge is applied to the total unpaid balance due and outstanding. The late payment charge is for costs related to the non-timely payment and shall not be deemed an interest payment. A charge of \$25.00 will be made by Company for any check or negotiable instrument tendered by Customer and returned unpaid by a financial institution for any reason. Company may demand payment by money order, cashier's check, or similarly secure form of payment, at Company's discretion at any time or from time to time. If Company obtains the services of a collection or repossession agency or an attorney to assist Company in remedying Customer's breach of this Agreement, including but not limited to the nonpayment for charges hereunder, Customer shall be liable for this expense. Customer understands that in the event of nonpayment of charges or any other breach of the terms and conditions of this Agreement, in addition to any other remedies Company may have, Company may temporarily or permanently terminate Service to Customer. If Service is terminated and not reconnected within thirty (30) days, all outstanding payments to be made in installments are accelerated and immediately due in full. If Company disconnects the Service, Customer shall be liable to satisfy and discharge all outstanding amounts due and pay a reconnect charge of \$25.00 per unit, in addition to any advance payment of Service charges that may be requested by the Company at its discretion, before the Company will reactivate Service. Company reserves the right to modify the terms of Service as a precondition to reactivating Service. If the Equipment is purchased on an installment basis, or credit, the Company may take possession of the Equipment, at any time wherever the same may be without legal process and without being responsible for loss and damage.

12. RISK OF LOSS/INSURANCE - Upon Customer's acceptance of delivery of the Equipment, all risk of loss, damage, theft, or destruction to the Equipment shall be borne by the Customer. No such loss, damage, theft, or destruction of the Equipment, in whole or part, shall impair the obligations of Customer hereunder, including, without limitation, responsibility for the payment of Service Charges due hereunder.

13. PROPERTY DAMAGE INSURANCE - If Customer selects Direct Protect Insurance protection, Company will remit the monthly charge for the Insurance which appears on Customer's bill to The Signal Telecommunications Insurance Services ("Signal") on Customer's behalf. Customer acknowledges that Insurance protection is offered by the Signal, not Company, and that any requests for information or claims regarding the Insurance shall be directed to Signal. Customer acknowledges having received a summary of coverage, including deductible information, which is also available by calling Signal at 1-888-352-9182.

14. TAXES, FEES, SURCHARGES & ASSESSMENTS - Customer must pay all federal, state, and local taxes, fees, surcharges, and other assessments (collectively, "Charges") that are imposed on transactions subject to this Agreement. Customer will be

responsible for such charges regardless of whether the Charge is: (a) imposed upon the sale of telecommunications services, other services, equipment, and/or other products; (b) measured by gross receipts from sales made by Company to Customer; (c) imposed upon the Customer or upon the Company; (d) imposed as a per-line or per-unit Charge. Such Charges include, but are not limited to: excise taxes; sales and transaction taxes; gross receipts taxes; utility taxes; universal service assessments; telephone relay service (TRS) assessments; and other regulatory fees and assessments. Customer shall not be responsible for taxes imposed on Company's net income. If Customer claims an exemption from any such Charge, Customer must provide Company with valid and properly-executed documentation of such exemption before such exemption shall become effective. Customer must provide Company with the Customer's Primary Place of Use of Company's Service, as defined by Customer's residential street address or primary business address.

15. COVERAGE AREA - Local Dispatch ((Direct Connect), cellular calling, Nextel Wireless Web Services, and respective coverage areas for these Services are subject to change at any time at the sole discretion of Company.

16. LIMITATION AND CONDITION OF LIABILITY; INDEMNITY - Company does not assume and shall have no liability under the Agreement for (i) failure to deliver the Equipment within a specified time period; (ii) availability and delays in delivery of the Equipment, or (iii) damage caused to the Equipment due directly or indirectly to causes beyond the control of Company, including, but not limited to acts of God, acts of the public enemy, acts of the government, acts or failure to act of the Customer, its agents, employees or subcontractors, fires, floods, epidemics, quarantine restrictions, corrosive substances in the air or other hazardous environmental conditions, strikes, freight embargoes, inability to obtain materials or services, commotion, terrorism, war, unusually severe weather conditions or default of Company's subcontractors whether or not due to any such causes; (iv) the use of Nextel Online Services, including but not limited to the accuracy or utility of any information acquired from the Internet through Nextel Online Services; or Internet Services, Content or Applications whether or not supported by Company; or (v) any action Company takes in its sole discretion to protect Company's network, systems, and the rights or property of Company, its subscribers, or others from "hacking," "spamming," "viruses" or other acts of third parties that Company believes adversely impact its network or systems. WITHOUT LIMITING THE FOREGOING, THE COMPANY'S SOLE LIABILITY FOR SERVICE DISRUPTION, WHETHER CAUSED BY THE NEGLIGENCE OF THE COMPANY OR OTHERWISE, IS LIMITED TO A CREDIT ALLOWANCE NOT EXCEEDING AN AMOUNT EQUAL TO THE PROPORTIONATE CHARGE TO THE CUSTOMER FOR THE PERIOD OF SERVICE DISRUPTION. EXCEPT AS OTHERWISE SET FORTH IN THE PRECEDING SENTENCE, IN NO EVENT IS THE COMPANY LIABLE FOR ACTUAL, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR OTHER INDIRECT DAMAGES CAUSED BY ITS NEGLIGENCE OR OTHERWISE, NOR FOR ECONOMIC LOSS, PERSONAL INJURIES OR PROPERTY DAMAGES SUSTAINED BY THE CUSTOMER OR ANY THIRD PARTIES. Customer agrees to indemnify, defend, and hold Company harmless from any Customer violations of FCC rules and regulations or Customer violation of any statutes, ordinances or laws of any local, state, or federal public authority.

17. COMPLETE AGREEMENT/SEVERABILITY/WAIVER - This Agreement sets forth all of the agreements between the parties concerning the Service and purchase of the Equipment, and there are no oral or written agreements between them other than as set forth in this Agreement. Except for changes made by Company in accordance with Section 1 above, no amendment or addition to this Agreement shall be binding upon Company unless it is in writing and signed by both parties (and, in the case of the Company, by an officer of the Company). Company shall not be bound by the terms and conditions in Customer's purchase order or elsewhere, unless expressly agreed to in writing by an officer of the Company. This Agreement becomes effective when accepted by the Company. Should any provision of this Agreement be illegal or in contravention of the law, such provision shall be considered null and void but the remainder of this Agreement shall not be affected thereby. The failure of Company, at any time to require the performance by Customer of the provisions of this Agreement shall not affect in any way the right to require such performances at any later time nor shall the waiver by Company of a breach of any provision hereof be taken or held to be a waiver of compliance with or breach of any other provision or a continuing waiver of such provision.

18. ASSIGNMENT/RESALE/GOVERNING LAW - This Agreement may be freely assigned by Company to any successor of it or any other firm or entity capable of performing its obligations hereunder, and upon any such assignment, Company shall be released from all obligations to Customer. Customer may not assign this Agreement, or resell the services which are subject to this Agreement without prior written consent of Company. Subject to the restrictions contained herein, this Agreement shall bind and inure to the benefit of the successors and permitted assigns of the parties hereto. This Agreement shall be governed by the laws of the State or Commonwealth in which this Agreement is executed by the Company.

19. NOTICE REGARDING USE OF SERVICE FOR 911 OR OTHER EMERGENCY CALLS - (a) The Service provided hereunder does not interact with 911 and other emergency services in the same manner as landline telephone service. Depending on Customer's location and the circumstances and conditions of a particular call, the Service provided hereunder may not be able to identify Customer's telephone number and/or location to emergency services, and Customer may not always be connected to the appropriate emergency services provider. Company is deploying wireless Enhanced 911 ("E911") service to help public safety authorities locate Customers and other users of the Service who make 911 calls. However, E911 is not available in all areas, and even in those areas where it is implemented, inherent limitations in this advanced wireless technology prevent it from being 100% reliable. Accordingly, Company agrees to provide Customer with E911 service where available, and Customer acknowledges that E911 service is not available in all areas and is not completely reliable. (b) Customer hereby consents to Company's disclosure of Customer Information, including but not limited to Customer name, address, telephone number, and location, to governmental and quasi-governmental institutions such as emergency service providers and law enforcement agencies, where Company deems it necessary to respond to an exigent circumstance.

20. NO WARRANTY (SERVICE) - COMPANY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE TO CUSTOMER IN CONNECTION WITH ITS USE OF THE SERVICE. IN NO EVENT SHALL COMPANY BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR OTHER INDIRECT DAMAGES TO THE FULL EXTENT THE SAME MAY BE DISCLAIMED BY LAW. CUSTOMER ACKNOWLEDGES THAT SERVICE INTERRUPTIONS WILL OCCUR FROM TIME TO TIME, AND AGREES TO HOLD COMPANY HARMLESS FOR ALL SUCH INTERRUPTIONS.

21. NO WARRANTY (EQUIPMENT) - COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, STATUTORY, EXPRESS OR IMPLIED, TO CUSTOMER OR TO ANY OTHER PURCHASER OF THIS EQUIPMENT. WITHOUT LIMITING THE FOREGOING, COMPANY SPECIFICALLY MAKES NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER HEREBY WAIVES, AS AGAINST COMPANY, ALL OTHER WARRANTIES, GUARANTEES, CONDITIONS, OR LIABILITIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE. IN NO EVENT SHALL COMPANY BE LIABLE FOR CONSEQUENTIAL, SPECIAL, OR INCIDENTAL DAMAGES, WHETHER OR NOT OCCASIONED BY COMPANY NEGLIGENCE AND INCLUDING, WITHOUT LIMITATION, LIABILITY FOR ANY LOSS OR DAMAGE RESULTING FROM THE INTERRUPTION OR FAILURE IN THE OPERATION OF ANY EQUIPMENT SOLD OR OTHERWISE PROVIDED HEREUNDER. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION CONTAINED HEREIN. CUSTOMER ASSUMES THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE EQUIPMENT. UNLESS OTHERWISE AGREED BY COMPANY, IF THE EQUIPMENT PROVES DEFECTIVE, THE COSTS OF ALL NECESSARY SERVICING AND REPAIR WILL BE BORNE BY CUSTOMER.

22. NEXTEL ONLINE "GOLD" SERVICES - Nextel Online "Gold" Services are those Internet and data Services offered in conjunction with a Service plan using the suffix "Gold"; e.g., Packstream Gold. Company may charge an activation fee for each IP address for these services. These services may be used only with mobile clients for Internet/intranet access and Internet e-mail via a standard HTML browser (e.g., Netscape @ Navigator or Communicator, Microsoft @ Internet Explorer, etc.). It may also be used with software for proxy applications, for dispatch applications, for POP3 email access, and for other use specifically approved by Nextel. These Internet and data Services may not be substituted for a private line or frame relay connection, or be used for streaming data feeds. Company reserves the right to deny service, without notice, to any Customer whose usage adversely impacts Company's network, systems or other subscribers' use of Services.

23. NETWORK SECURITY, INTEGRITY, AND OPTIMIZATION - Company may take any and all action it deems necessary or reasonable to (i) protect its network and systems, or the rights of Company, Company's subscribers or others; (ii) optimize or improve its network or systems; or (iii) improve its products and services. Such action may include, without limitation, employing methods, technologies, or procedures to filter or block messages sent through Company's network or systems. Accordingly, Company may, in its sole and absolute discretion, at any time, filter "spam", without regard to any Customer preference solicited by Company or exercised by Customer. Company shall not be liable to Customer or to any third party for blocking messages sent through Company's network or systems.

24. CUSTOMER INFORMATION - Company may in its sole discretion access, use, and disclose to third parties, any information (whether personally identifying information, or "Customer proprietary network information," within the meaning of 47 U.S.C. § 222 and its implementing regulations) it collects, possesses or develops about Customer (i) to provide any product or service that Customer purchases, or accesses through or uses on the Equipment; (ii) to conduct marketing activities in accordance with applicable law, and Company's privacy policy, as described below; (iii) to provision a number portability request, either through Company or a new service provider; (iv) to comply with the law; or (v) to respond to emergencies. Customer acknowledges that (i) Company posts a privacy policy on its website that explains its policies with respect to the collection, access, use, and disclosure of personal Customer information; (ii) Company may revise such policy at any time; and (iii) the most recent version of such policy shall at any time serve as the effective privacy policy, regardless of the date on which Customer entered into this Agreement.

25. COMMERCIAL LOCATION BASED SERVICES - If Customer purchases any commercial location based service for use through Company's network or Equipment, Customer shall clearly, conspicuously, and regularly notify all its users that location information (i.e., the geographic coordinates of the Equipment) may be accessed, used, or disclosed to provide the location based service and that, as a result, Customer or someone other than the user of the Equipment may be able to identify the geographic coordinates of the Equipment. CUSTOMER AGREES TO INDEMNIFY AND HOLD COMPANY HARMLESS AGAINST ANY AND ALL CLAIMS, DEMANDS, ACTIONS, OR CAUSES OF ACTION (INCLUDING ALL ACTIONS BY THIRD PARTIES) ARISING OUT OF A BREACH OF THE OBLIGATIONS ENUMERATED IN THIS SECTION 25 OF THE AGREEMENT.

I have read and agree to the above Terms and Conditions and am ready to purchase.

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